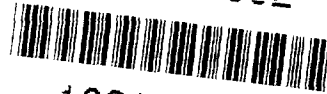


08-06-2002

RECORD FIRST



102179703

FORM PT0-1594 U.S. DEPARTMENT OF COMMERCE
1-31-92 Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 20137.3000

<p>1. Name of conveying party(ies): The American Sugar Refining Company</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation -- State: Delaware <input type="checkbox"/> Other</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: TASR CO. Internal Address: Street Address: One Federal Street City: Yonkers State: New York Zip: 10702</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation -- State: Delaware <input type="checkbox"/> Other</p> <p>If Assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
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FINANCE SECTION
MAY 13 11 59 AM '02

3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Other
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	

Execution Date: June 28, 2002

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

A. Trademark Application No.(s): None	B. Trademark Registration Nos. 1,254,690; 1,254,691; and 605,923.
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Additional numbers attached? YES NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>William H. Needle NEEDLE & ROSENBERG, P.C. The Candler Building 127 Peachtree Street, N.E. Atlanta, Georgia 30303-1811 (404) 688-0770</p>	<p>6. Total number of applications and registrations involved: 3</p>
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08/06/2002 LNUELLER 00000102 1254690

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

7. Total fee (37 CFR 3.41): #90.00

Enclosed, authorized by a signed Credit Card Payment Form PT0-2038

Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629
=====

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

9. 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.

William H. Needle
William H. Needle

7-31-02
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 5

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Director of the United States Patent and Trademark Office, Washington, D.C. 20231, on this 31st day of July, 2002.

Chris Czajka
Chris Czajka

7/31/02
Date

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of June 26, 2002, is made and entered into by and between The American Sugar Refining Company, a Delaware corporation operating as a non-exempt cooperative under Subchapter T of the Internal Revenue Code ("Assignor"), and TASR Co., a Delaware corporation operating as a non-exempt cooperative under Subchapter T of the Internal Revenue Code ("Assignee") (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the Parties are parties to that certain Contribution and Restructuring Agreement, dated June 26, 2002 (the "Agreement"), pursuant to which Assignor contributed, transferred and assigned the American Sugar Assets (as defined therein) to Assignee; and

WHEREAS, the Parties agreed to enter into this Assignment pursuant to which Assignor confirms the contribution, transfer and assignment to Assignee of all of Assignor's right, title and interest in the intellectual property included in the American Sugar Assets (the "Transferred Intellectual Property").

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Assignor hereby assigns, conveys, transfers and quitclaims to Assignee all of Assignor's right, title and interest, throughout the world, in and to the Transferred Intellectual Property, including, without limitation, the trademarks, trade names and other intellectual property listed on Schedule A, attached hereto. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, Register of Copyrights of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intellectual Property to Assignee.

2. Assumption. Assignee hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Transferred Intellectual Property arising from and after the date hereof.

3. Further Assurances. Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's cost and expense, execute and deliver, or cause to be executed and delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, transfer and quitclaim of the Transferred Intellectual Property hereunder.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.


5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.


6. Recordation. If Assignee elects to record this Assignment or any other document or transfer with the U.S. Patent & Trademark Office, U.S. Copyright Office or applicable state or foreign governmental or international authorities or registries, Assignee shall bear all costs and fees associated with such recording.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**THE AMERICAN SUGAR REFINING
COMPANY**

TASR CO.

By: 
Name: Antonio L. Contreras, Jr.
Title: Chairman

By: 
Name: Donald W. Carson
Title: Second Vice Chairman

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

[Subject to Review]

<u>Trademark/Trade Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Miscellaneous Design (Sugar Cane Field)	U.S. 1,254,690	10/18/83	10/18/2003
Country Cane	U.S. 1,254,691	10/18/83	10/18/2003
Flo-Sweet	U.S. 605,923	5/10/55	11/8/2005
Flo-Sweet	Canada 122,733		
Flo-Sweet	South Africa 59/2552		
Flo-Sweet	New Zealand Application No. 109,236		
Flo-Sweet	Nigeria Application No. 290/74/2		
Flo-Sweet	Nigeria Application No. 291/74/2		

Domain Name

Registrar

rsisugar.com

Network Solutions

And any other domain names registered by the Assignor or any of its affiliates comprising the word refined sugars or rsi or derivations thereof.