

RECORD SECOND

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

08-06-2002
102179708

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

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

1. Name of conveying party(ies):

AMERICAN SUGAR REFINING, INC. f/k/a TASR Co.

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

7.31.02

Additional names of conveying party(ies) attached?

- YES
- NO

2. Name and address of receiving party(ies):

Name: CONGRESS FINANCIAL CORPORATION
Internal Address:

Street Address: 777 Brickell Avenue

City: Miami

State: Florida

Zip: 33131

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

If Assignee is not domiciled in the United States,
a domestic representative designation is attached:

- YES
- NO

Additional name(s) and address(es) attached?

- YES
- NO

FINANCE SECTION

Aug 21 11 48:59

3. Nature of conveyance:

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

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.

Additional numbers attached? YES NO

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

William H. Needle
NEEDLE & ROSENBERG, P.C.
The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

b. Total number of applications and
registrations involved: 3

08/06/2002 LINDLER 00000101 1254690

01 FC:481
02 FC:482

40.00 OP
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

7-31-02

William H. Needle

Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 6

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

7/31/02

Chris Czajka

Date

**AMENDMENT NO. 1
TO
TRADEMARK SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, made as of this 21 day of June, 2002, by and between AMERICAN SUGAR REFINING, INC. f/k/a TASR Co., a Delaware corporation ("Debtor"), with its chief executive office at One Federal Street, Yonkers, New York 10702, and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, as agent (in such capacity "Secured Party"), having an office at 777 Brickell Avenue, Miami, Florida 33131. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor granted Secured Party a lien and security interest in all of its existing and future Trademarks and other Collateral to secure payment of the Obligations of Debtor and its affiliates to Secured Party as set forth in the Trademark Security Agreement, dated November 5, 2001, by and between Debtor and Secured Party (the "Trademark Security Agreement") and the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("PTO") in Reel 002396, Frame 0165 on November 16, 2001; and

WHEREAS, Debtor and American Sugar Holdings, Inc., f/k/a The American Sugar Refining Company ("RSI") have entered or are about to enter corporate restructuring arrangements pursuant to which RSI will contribute, transfer and assign certain of its assets to Debtor as set forth in the Contribution and Restructuring Agreement, dated June 28, 2002, by and between RSI and Debtor (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, RSI will contribute, transfer and assign to Debtor all of the trademarks and tradenames listed in Exhibit A attached hereto;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Trademark Security Agreement, the term or provision from the Trademark Security Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AMERICAN SUGAR REFINING, INC.

By: William L. Kram

Title: Vice President

CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Agent

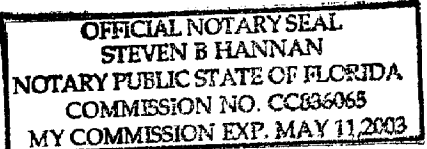
By: [Signature]

Title: FVP

STATE OF ~~NEW YORK~~)
FLORIDA) ss.:

COUNTY OF ~~NEW YORK~~)
PALM BEACH

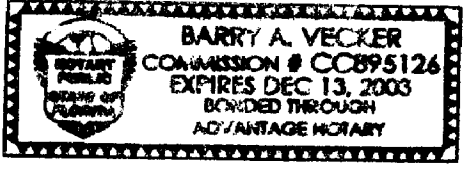
On this 28th day of June, 2002, before me personally came William L. Kramer,
to me known, who being duly sworn, did depose and say, that he/she is the Vice President
of AMERICAN SUGAR REFINING, INC., the corporation described in and which executed the
foregoing instrument; and that he/she signed his/her name thereto by order of the Board of
Directors of said corporation.



[Signature]
Notary Public

STATE OF ~~NEW YORK~~)
FLORIDA)
COUNTY OF ~~NEW YORK~~)
DADE) ss.:

On this 2nd day of July, 2002, before me personally came Gary Dixon,
to me known, who being duly sworn, did depose and say, that he/she is the FVP
of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and
which executed the foregoing instrument; and that he/she signed his/her name thereto by order of
the Board of Directors of said corporation.



[Signature]
Notary Public

**EXHIBIT A
TO
AMENDMENT NO. 1
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date	Expiration Date
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

Trademark Application	Application/Serial Number	Application Date
None		