01-28-2003

102349389

ET

1.27.03

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ragus Holdings, Inc.

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

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

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

Name: Bank of America, N.A.
Internal Address:

Street Address: 55 South Lake Ave., Suite 900
City: Pasadena State: CA ZIP: 91101

☐ Individual(s) citizenship
☒ Association A National Banking Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
☐ Yes ☐ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 31, 2002

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

A. Trademark Application No.(s)

76-419,317	76-419,316	75-876,757	75-867,503

B. Trademark registration No.(s)

1,719,571	2,070,141	607,362	2,204,201
1,558,288	842,956	970,907	914,123
729,535	1,822,160	649,018	122,345
801,050	801,049	877,232	1,971,261
561,227	1,557,058	1,703,579	1,997,141
1,658,413	636,912	636,913	728,903
1,968,356	843,352	384,568	1,836,315
1,697,830	2,181,014	2,171,408	2,155,117
2,400,256	1,617,801	1,618,952	1,263,128
2,307,707	226,319	625,576	980,072
2,553,299			

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andy Szuwalski
Jenkens & Gilchrist, a Professional Corporation
Internal Address:

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: TX Zip: 75202-2799

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 3.41): $ 1140.00

☒ Enclosed
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

(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.

Andy Szuwalski Reg. No. 35,701
Name of Person Signing

Signature

1/20/03
Date

Total number of pages comprising cover sheet: 1

01/28/2003 ECOOPER 00000045 1719571
01 FC:8521 40.00 OP
02 FC:8522 1100.00 OP

DALLAS2 951606v1 20992-00068

TRADEMARK SECURITY AGREEMENT
(Ragus Holdings, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Ragus Holdings, Inc., a Delaware corporation ("Pledgor"), and Bank of America, N.A., acting in its capacity as administrative agent (the "Agent") pursuant to that certain Credit Agreement dated as of December 31, 2002 (as amended, restated, or otherwise modified, the "Credit Agreement") by and among certain financial institutions party thereto from time to time (the "Lenders"), Bank of America, N.A., as a Lender and as Agent for the Lenders (the Agent and the Lenders being collectively referred to herein as "Secured Party"), and Imperial Sugar Company, Fort Bend Utilities Company, Holly Finance Company, Holly Sugar Corporation, Imperial Distributing, Inc., Imperial Sweetener Distributors, Inc., Imperial-Savannah LP, Ragus Holdings, Inc., and Savannah Foods Industrial, Inc.(collectively, the "Borrowers").

RECITALS:

A. Pledgor, the Borrowers, and Secured Party have entered into that certain Security Agreement, dated as of December 31, 2002 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Under the terms of the Security Agreement, the Pledgor has granted to the Secured Party a continuing security interest in, lien on, assignment of and right of set-off against, all of the Pledgor's Collateral whether now owned or existing or hereafter acquired or arising, regardless of where located, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), and rights under or interest in any trademark license agreements or service mark license agreements with any other party relating to the Trademarks, whether the Pledgor is a licensee or licensor under any such license agreement, including, without limitation, each license agreement listed in Schedule 1 annexed hereto, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses (all of the foregoing being referred to as "Trademark Licenses"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Pledgor is required to execute and deliver this Agreement to the Agent, for itself and the Lenders.

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

1. Pledgor hereby grants to Secured Party a lien and continuing security interest in all of Pledgor's right, title, and interest in, to, and under the following (all of the following items

TRADEMARK
REEL: 002659 FRAME: 0493

or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(b) to the extent allowable under applicable law, rights under or interest in any Trademark License, whether the Pledgor is a licensee or licensor under any such Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto, together with any goodwill connected with and symbolized by any such Trademark License, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

2. Pledgor covenants and warrants that:

(a) To Pledgor's knowledge, the Trademark Collateral is subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Only as to those Trademarks listed under Schedule 1, Pledgor is the sole and exclusive owner of the entire right, title, and interest in and to each of such Trademarks, free and clear of any liens, charges, and encumbrances, including, without limitation, licenses except as otherwise provided in the Credit Agreement; and

(c) Pledgor has the power and authority to enter into this Agreement and perform its terms and will make good faith efforts consistent with commercially reasonable practice, to enter into written agreements, as reasonably requested by Secured Party from time to time, to the extent reasonably necessary to comply with the terms of this Agreement and to protect Secured Party's rights hereunder.

4. Pledgor agrees that, until all of the Obligations shall have been satisfied in full and in cash and the "Commitments" (as defined by the Credit Agreement) shall have been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Secured Party's prior written consent, except as permitted by the Credit Agreement.

TRADEMARK
REEL: 002659 FRAME: 0494

5. If, before the Obligations shall have been satisfied in full and in cash and the "Commitments" (as defined by the Credit Agreement) shall have been terminated, Pledgor shall (a) obtain rights to any new Trademark, (b) become entitled to the benefit of Trademark or Trademark License for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or (c) enter into any new trademark license agreement, the provisions of Paragraph 1 shall automatically apply thereto and Pledgor shall give to Secured Party prompt notice thereof in writing.

6. Pledgor authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark Licenses and future trademark license agreement to which the Pledgor is a party.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted from time to time in any jurisdiction in which the Pledgor may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Pledgor, all of which are hereby expressly waived to the extent permitted by applicable law, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Texas, or elsewhere, the whole or from time to time any part of the Trademark Collateral, or interest which the Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of any of the Trademark Collateral, all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Pledgor. Notice of any sale or other disposition of the whole or from time to time any part of the Trademark Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the any of the Trademark Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. At such time as all of the Obligations shall be completely satisfied in cash and all Commitments under the Credit Agreement shall have terminated, Secured Party shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to revest in Pledgor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all reasonable fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes,

TRADEMARK
REEL: 002659 FRAME: 0495

reasonable counsel fees, maintenance fees, encumbrances, or otherwise protecting, maintaining, preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral shall be borne and paid by Pledgor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Credit Agreement. Without limiting the foregoing, the Pledgor authorizes Secured Party to record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the Patent and Trademark Office, at the expense of the Pledgor.

10. No course of dealing between Pledgor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power, or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power, or privilege.

11. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the Security Agreement or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

12. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. This Agreement is subject to modification only by a writing signed by the parties.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and the permitted assigns of the parties.

15. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

16. Except as otherwise provided herein, all notices, demands and requests that any party is required or elects to give to any other shall be in writing, or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by overnight mail and courier service, (b) four (4) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, or (c) in the case of notice by such a telecommunications device, when properly transmitted, in each case addressed to the party to be notified as follows:

TRADEMARK
REEL: 002659 FRAME: 0496

If to the Secured Party:

Bank of America, N.A.
55 South Lake Ave., Suite 900
Pasadena, California 91101
Attention: Business Credit-
Account Executive
Telecopy No.: (626) 397-1273

If to the Pledgor:

Ragus Holdings, Inc.
Address: 8016 Highway 90-A
Sugar Land, TX 77487
Attention: William F. Schwer

or to such other address as each party may designate for itself by like notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall not adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

(SIGNATURE PAGE FOLLOWS)

TRADEMARK
REEL: 002659 FRAME: 0497

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the ___day of December, 2002.

PLEDGOR:

RAGUS HOLDINGS, INC.

By: W. F. Schwer
Name: William F. Schwer
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me this 31st day of December 2002, by William F. Schwer, the President of Ragus Holdings, Inc., a Delaware corporation.

CATHY C. CAMP
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN 4, 2006

Cathy Camp
Notary Public in and for the State of Texas

My commission expires: Jan. 4, 2006

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the ___day of December, 2002.

PLEDGOR:

RAGUS HOLDINGS, INC.

By: W.F. Schwer
Name: William F. Schwer
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me this 31st day of December 2002, by William F. Schwer, the President of Ragus Holdings, Inc., a Delaware corporation.

CATHY C. CAMP
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JAN 4, 2006

Cathy C Camp
Notary Public in and for the State of Texas

My commission expires: Jan. 4, 2006

SCHEDULE 1

U.S. TRADEMARKS

Owner*	Mark	Serial No. Registration No.	Status
Ragus Holdings, Inc.	ACCRA MERGE	1,719,571	Registered
Ragus Holdings, Inc.	BEST THING TO HAPPEN TO TEA SINCE ICE	76-419,317	Pending
Ragus Holdings, Inc.	BEST THING TO HAPPEN TO TEA SINCE ICE	76-419,316	Pending
Ragus Holdings, Inc.	BETECH	2,070,141	Registered
Ragus Holdings, Inc.	COLONIAL (stylized)	607,362	Registered
Ragus Holdings, Inc.	CRYSTABLEND	2,204,201	Registered
Ragus Holdings, Inc.	Design only	1,558,288	Registered
Ragus Holdings, Inc.	Design only**	842,956	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS	970,907	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS	914,123	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS	729,535	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS and Design	1,822,160	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS and Design	649,018	Registered
Ragus Holdings, Inc.	DIXIE CRYSTALS and Design	122,345	Registered
Ragus Holdings, Inc.	EVERCANE and Design	801,050	Registered
Ragus Holdings, Inc.	EVERCANE	801,049	Registered
Ragus Holdings, Inc.	EVER-SOFT-PAK	877,232	Registered
Ragus Holdings, Inc.	GREAT LAKES and Design**	1,971,261	Registered
Ragus Holdings, Inc.	HOLLY (stylized)	561,227	Registered

*The correct owner is listed in the Owner column; however, patent and trademark office records may indicate a different affiliated owner for certain references as assignment recordation is pending for such references.

**To be assigned to Michigan Sugar Beet Growers, Inc. pursuant to the First Amended and Restated Stock and Asset Purchase Agreement entered into on February 12, 2002.

TRADEMARK
REEL: 002659 FRAME: 0500

Owner*	Mark	Serial No. Registration No.	Status
Ragus Holdings, Inc.	HOLLY and Design	75-876,757	Pending
Ragus Holdings, Inc.	HOLLY and Design	1,557,058	Registered
Ragus Holdings, Inc.	HOLLY HYBRID	1,703,579	Registered
Ragus Holdings, Inc.	HOME MADE GOOD NEWS	1,997,141	Registered
Ragus Holdings, Inc.	HONEY BEE	1,658,413	Registered
Ragus Holdings, Inc.	IMPERIAL	636,912	Registered
Ragus Holdings, Inc.	IMPERIAL and Design	636,913	Registered
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR and Design	728,903	Registered
Ragus Holdings, Inc.	PENINSULAR**	1,968,356	Registered
Ragus Holdings, Inc.	PIONEER**	843,352	Registered
Ragus Holdings, Inc.	QUAKER	384,568	Registered
Ragus Holdings, Inc.	QUICK & SWEET	75-867,503	Pending
Ragus Holdings, Inc.	QUICK SUGAR	1,836,315	Registered
Ragus Holdings, Inc.	SAVANNAH GOLD	1,697,830	Registered
Ragus Holdings, Inc.	SAVANNAH MOLASSES SPECIALTIES COMPANY and Design	2,181,014	Registered
Ragus Holdings, Inc.	SF and Design	2,171,408	Registered
Ragus Holdings, Inc.	SMART CONTROLS and Design	2,155,117	Registered
Ragus Holdings, Inc.	SPARKLING	2,400,256	Registered
Ragus Holdings, Inc.	SPRECKELS SINCE 1898 and Design	1,617,801	Registered
Ragus Holdings, Inc.	SPRECKELS SINCE 1898 and Design	1,618,952	Registered

*The correct owner is listed in the Owner column; however, patent and trademark office records may indicate a different affiliated owner for certain references as assignment recordation is pending for such references.
**To be assigned to Michigan Sugar Beet Growers, Inc. pursuant to the First Amended and Restated Stock and Asset Purchase Agreement entered into on February 12, 2002.

TRADEMARK
REEL: 002659 FRAME: 0501

Owner*	Mark	Serial No. Registration No.	Status
Ragus Holdings, Inc.	SUCANAT	1,263,128	Registered
Ragus Holdings, Inc.	SWEET LAND	2,307,707	Registered
Ragus Holdings, Inc.	U & I Sugar and Design	226,319	Registered
Ragus Holdings, Inc.	WHITE GOLD and Design	625,576	Registered
Ragus Holdings, Inc.	WHITE STAR and Design	980,072	Registered
Ragus Holdings, Inc.	WHOLESOME SWEETENERS and Design	2,553,299	Registered

STATE TRADEMARKS

Owner*	Mark	State and Serial No. Registration No.	Status
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR	Montana T,016,748	Registered
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR	New Mexico 90032204	Registered
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR and DESIGN	North Carolina T-942	Registered
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR and Design	Oklahoma 31858	Registered
Ragus Holdings, Inc.	IMPERIAL PURE CANE SUGAR	Oklahoma 24384	Registered

*The correct owner is listed in the Owner column; however, patent and trademark office records may indicate a different affiliated owner for certain references as assignment recordation is pending for such references.
**To be assigned to Michigan Sugar Beet Growers, Inc. pursuant to the First Amended and Restated Stock and Asset Purchase Agreement entered into on February 12, 2002.

TRADEMARK
REEL: 002659 FRAME: 0502

FOREIGN TRADEMARK

Owner*	Mark	Country and Serial No. Registration No.	Status
Ragus Holdings, Inc.	EVERCANE	United Kingdom 2228177	Registered

*The correct owner is listed in the Owner column; however, patent and trademark office records may indicate a different affiliated owner for certain references as assignment recordation is pending for such references.
**To be assigned to Michigan Sugar Beet Growers, Inc. pursuant to the First Amended and Restated Stock and Asset Purchase Agreement entered into on February 12, 2002.

HOU01:752901.1