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9.4.03

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

Merisant Company

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

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

3. Nature of conveyance:

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

Execution Date: July 11, 2003

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal Address: _____
Address: _____

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

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

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

A. Trademark Application No. (s)

See Attached

2476159

B. Trademark Registration No. (s)

See Attached

Additional number(s) attached Yes No

OPR/FINANCE

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

Name: Michael J. Smith, Esquire

Internal Address: AKIN GUMP STRAUSS HAUER

& FELD, LLP

Street Address: 2005 Market Street, 22nd Fl.

One Commerce Square

City: Phila. State: PA Zip: 19103

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) ... \$ 440

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: please charge any

deficiency in payment or credit any

over payment to AC #50-1017

(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.

Michael J. Smith

Name of Person Signing

Signature

July 29, 2003

Date

5

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

08/06/2003 ECOMPER 00000102 2476159

01 FC:8521
02 FC:8522

40.00 EP
400.00 EP

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

031832-0010

TRADEMARK
REEL: 002796 FRAME: 0001

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

Mark	Reg. No.	Date
SWEETLIVING	2,476,159	8/7/2001
EQUAL FOR BAKING	2,087,427	8/12/1997
SWEETMATE	2,068,819	6/10/1997
SAME	1,933,895	11/7/1995
EQUAL	2,012,219	10/29/1996
SPOONFUL	1,794,061	9/21/1993
Package Design	1,734,171	11/17/1992
Stripe Design (Equal Sign)	1,504,461	9/20/1988
EQUAL	1,318,800	2/12/1985
CANDEREL	1,217,173	11/23/1982
EQUAL	1,158,683	6/30/1981

B. U.S. TRADEMARK APPLICATIONS

Mark	App. No.	Date
EQUAL	76/365,955	2/1/2002
EQUAL	76/365,954	2/1/2002
EQUAL	76/365,953	2/1/2002
M and Design	76/234,765	4/3/2001
MERISANT	76/087,840	7/12/2000
LIKE SUGAR, ONLY BETTER	75/623,795	1/19/1999

C. TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
NutraSweet/TableTop Acquisition Corp. Trademark License Agreement	The NutraSweet Company (Licensor) and TableTop Acquisition Corp. n/k/a Merisant Company (Licensee)	March 17, 2000
Trademark License Agreement	Merisant Company (Licensor) and Pegasus International, Inc. (Licensee) and Simply Lite Foods Corp. (Guarantor)	June 2001
License Agreement	Merisant Company (Licensor) and Merisant Sweetener (Philippines) Inc. (Licensee)	March 27, 2001

Under the terms of the NutraSweet/TableTop Acquisition Corp. Trademark License Agreement, Merisant Company is a licensee of the following trademark registrations, which are in turn sublicensed to Merisant US, Inc.:

Mark	Reg. No.	Date
NUTRASWEET	1,336,188	5/21/1985
NUTRASWEET	1,369,877	11/12/1985
NUTRASWEET	1,262,746	1/3/1984
NUTRASWEET and Swirl Design	1,325,241	3/19/1985
NUTRASWEET GRANULAR	1,562,874	10/31/1989
NUTRASWEET Logo Unit	1,440,365	5/26/1987
NUTRASWEET Script	1,358,678	9/10/1985
Swirl Design	1,366,139	10/22/1985
Swirl Design (Red and White)	1,353,525	8/13/1985

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2003 by Merisant Company (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Credit Suisse First Boston, a bank organized under the laws of Switzerland ("*CSFB*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, Tabletop Holdings, Inc., the Lenders and Issuers party thereto CSFB, as administrative agent for the Lenders and Issuers, and sole arranger and book runner, and the other agents party thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (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 renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

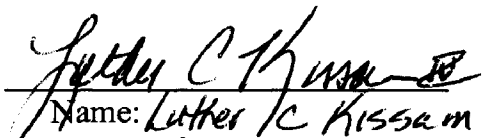
(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

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

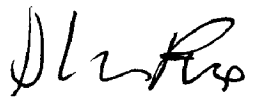
Very truly yours,

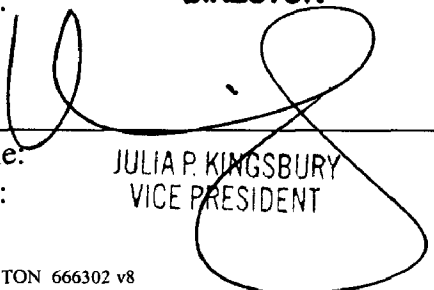
MERISANT COMPANY

By: 
Name: Luther C. Kissam
Title: VP Secretary & General Counsel

Accepted and Agreed:

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

By: 
Name: S. WILLIAM FOX
Title: DIRECTOR

By: 
Name: JULIA P. KINGSBURY
Title: VICE PRESIDENT