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01-05-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102638119

U.S. DEPARTMENT OF COMMERCE U.S. 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): American Sugar Refining, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/7/03

2. Name and address of receiving party(ies)

Name: Rabobank International Internal Cooperatieve Centrale Address: Raiffeisen-Boerenleenbank B.A.

Street Address: 245 Park Avenue City: New York State: NY Zip: 10167-5120

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

Other of a Dutch Banking Cooperative

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 schedule

B. Trademark Registration No.(s) See attached schedule

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41) \$ 1,015.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter Name of Person Signing

Handwritten signature of Donna J. Hunter

Signature

12-30-03

Date

Total number of pages including cover sheet, attachments, and document: 31

01/05/2004 LINDLER 0000032 7323622

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

01 FC:8521 02 FC:8522

40.00 GP 975.00 GP

Schedule 8.11

INTELLECTUAL PROPERTY





(a) Intellectual Property of the Borrowers:


American Sugar Holdings, Inc.







None.

American Sugar Refining, Inc.

Trademarks: (See Notes below with respect to name change filings.)

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
U.S. TRADEMARKS:					
1. United States	AMERFOND (Stylized) 	Class 30 - Sugar.	73/239622 11/19/1979	1,154,118 5/12/1981	Registered. Next renewal due 5/12/2011.
2. United States	AMEROSE	Class 30 - Sugar.	72/275216 7/3/1967	849,115 5/14/1968	Registered. Next renewal due 5/14/2008.
3. United States	BROWNULATED	Class 30 - Sugar.	72/174816 8/12/1963	771,213 6/9/1964	Registered. Next renewal due 6/9/2004.
4. United States	DI-PAC	Class 30 - Sugar.	72/225461 8/11/1965	809,641 6/7/1966	Registered. Next renewal due 6/7/2006.
5. United States	DOMINADE & Design 	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored drinks.	73/118038 3/4/1977	1,076,100 10/25/1977	Registered. Next renewal due 10/25/2007.
6. United States	DOMINO WITH OUT LINED LETTERS & FLOWER DESIGN 	Class 30 - Molasses.	73/427337 5/24/1983	1,280,877 6/5/1984	Registered. Next renewal due 6/5/2004.
7. United States	DOMINO & FLOWER Design 	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored drinks containing water.	73/215481 5/14/1979	1,191,810 3/9/1982	Registered. Next renewal due 3/9/2012.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
8. United States	DOMINO & STAR Design Domino	Class 29 - Non-dairy creamer.	74/636244 2/21/1995	2,007,581 10/15/1996	Registered. Next renewal due 10/15/2006. Affidavit under Sections 8 & 15 accepted 11/18/2002.
9. United States	DOMINO & STAR Design Domino	Class 30 - Flavored confectioners sugar.	75/046809 1/22/1996	2,047,395 3/25/1997	Registered. Renewal due 3/25/2007. Affidavit under Sections 8 & 15 accepted 5/14/03.
10. United States	DOMINO (Stylized) Domino	Class 30 - Hard sugar.	71/038424 11/2/1908	073,099 3/16/1909	Registered. Next renewal due 3/16/2009.
11. United States	DOMINO REDI-FOND & Design 	Class 30 - Fondant sugar.	73810670 7/3/1989	1,585,978 3/6/1990	Registered. Next renewal due 3/6/2010.
12. United States	DOTS (Stylized) Dots	Class 30 - Sugar for use as a food.	71/143975 2/24/1921	146,064 8/30/1921	Registered. Next renewal due 8/30/2012.
13. United States	EAGLE	Class 30 - Sugar.	72/357937 4/27/1970	911,602 5/4/1971	Registered. Next renewal due 5/4/2012.
14. United States	ENVISION	Class 30 - Sugar and sugar substitute product for use as a food flavor and texture modifier.	75/015546 11/6/1995	2,025,312 12/24/1996	Registered. Next renewal due 12/24/2006. Affidavit under Sections 8 & 15 accepted 1/31/03.
15. United States	FESTIVE	Class 30 - Sugar.	72/187645 2/28/1964	779,141 10/27/1964	Registered. Next renewal due 10/27/2004.
16. United States	FRANKLIN	Class 30 - Sugar and syrups.	71/039231 12/11/1908	073,797 5/18/1909	Registered. Next renewal due 5/18/2009.
17. United States	FRANKLIN CONFECTIONERS SUGAR & Design	Class 30 - Confectioners' sugar.	71/076238 2/28/1914	107,706 12/21/1915	Registered. Next renewal due 12/21/2005.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					
18. United States	FRANKLIN GRANULATED SUGAR & Design 	Class 30 - Granulated sugar.	71/076239 2/28/1914	112,658 9/19/1916	Registered. Next renewal 9/19/2006.
19. United States		Class 30 - Plastic invert sugar.	73/122851 4/14/1977	1,080,545 12/27/1977	Registered. Next renewal due 12/27/2007
20. United States	EAGLE DESIGN 	Class 30 - Sugar of commerce, not grape-sugar or glucose.	70/033743 10/4, 1899	033,743 11/14, 1899	Registered. Next renewal due 11/14/2009.
21. United States	MASK DESIGN 	Class 30 - Molasses.	73/427336 5/24/1983	1,302,950 10/30/1984	Registered. Next renewal due 10/30/2004.
22. United States	MASK DESIGN 	Class 30 - Hard sugar.	71/038426 11/2/1908	073,101 3/16/1909	Registered. Next renewal due 3/16/2009.
23. United States	PURE SWEET & Design	Mixture of granulated pure cane sugar and dextrose.	73/613051 8/1/1986	1,461,188 10/13/1987	Registered. Next renewal due 10/13/2007.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					
24. United States	QWIK-FLO	Class 30 - Molasses granules for use in the making of candy, bakery goods, and prepared foods for use in food manufacture and not for sale at retail.	73/738167 7/5/1988	1,552,155 8/15/1989	Registered. Next renewal due 8/15/2009.
25. United States	SET MATCH & Design 	Class 30 - Icing sugar.	73/403471 11/22/1982	1,270,949 3/20/1984	Registered Next renewal due 3/20/2014.
26. United States	SUNNY CANE	Class 30 - Sugar	73/444954 9/22/1983	1,310,327 12/18/1984	Registered Next renewal due 12/18/2004.
27. United States	SUNNY CANE & Design 	Class 30 - Sugar	73/444917 9/22/1983	1,310,326 12/18/1984	Registered. Next renewal due 12/18/2004.
28. United States	WEE-CAL	Class 30 - Substitute (artificial) sweetener packaged in individual servings	72/221,686 6/22/1965	811,817 7/26/1966	Registered. Next renewal due 7/26/2006.
29. United States	CANDY-PAC	Class 30 - Direct tableting sugar	76/112645 08/18/2000	2,693,831 3/4/2003	Registered. Affidavits under Sections 8 & 15 due between 3/4/2008 and 3/4/2009. Next renewal due 3/04/2013.
30. United States	SUPREME	Class 30 - Refined cane sugar	73/706670 1/20/1988	1,541,763 5/30/1989	Registered. Next renewal due 5/30/2009. Acquired from Archer Daniels Midland Co. Assignment to Domino Sugar Corporation recorded 4/23/02 on Reel/Frame 002498/0669.
31. United States	SOUTHERN BELLE	Class 30 - Refined cane sugar	73/710964 2/11/1988	1,511,979 11/8/1988	Registered. Next renewal due 11/8/2008.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					Acquired from Archer Daniels Midland Co. Assignment to Domino Sugar Corporation recorded 4/23/02 on Reel / Frame 002498/0669.
32. United States	DOMINOLAND	Class 41 - Providing a web site containing information and interactive activities for children.	76/440872 8/15/2002		Application published for opposition on 8/26/2003.
33. United States	DOMINO (WORD MARK)	Class 29 - Non-dairy creamer. Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co-crystallized sugar. Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.	76/440871 8/15/2002	2,717,484 5/20/2003	Renewal due 5/20/2013. Affidavit under Sections 8 & 15 due between 5/20/2008 and 5/20/2009
34. United States	DESIGN ONLY	Class 30 - granulated or other solid forms of cane sugar.	73/365083 5/17/1982	1,254,690 10/18/1983	Registered. Next renewal due 10/18/2013.
35. United States	COUNTRY CANE (word mark)	Class 30 - granulated or other solid forms of cane sugar.	73/365084 5/17/1982	1,254,691 10/18/1983	Registered. Next renewal due 10/18/2013.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
36. United States	FLO-SWEET (stylized)	Class 30 - Cane syrup and granulated or other solid forms of cane sugar.	71/670236 7/19/1954	605,923 5/10/1955	Registered. Renewed in 1995. Next renewal due 5/10/2005.
37. United States	JACK FROST SUGAR 100% PURE CANE & Design	Class 30 - Sugar.	71/358645 11/26/1934	322,756 03/19/1935	Registered. Next renewal due 3/19/2005. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
38. United States	JACK FROST & Design	Class 30 - Sugar.	72/294963 04/04/68	860,254 11/12/68	Registered. Next renewal due 11/12/2008. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
39. United States	JACK FROST (word mark)	Class 30 - Sugar.	72/294403 03/28/68	866,914 03/18/69	Registered. Next renewal due 3/18/2009. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
40. United States	JACK FROST & Design	Class 30 - Sugar	72/389037 04/13/71	937,705 07/11/92	Registered. Next renewal due 7/11/2012. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 7, 2003, by and between American Sugar Refining, Inc., a Delaware corporation ("Debtor"), and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch (the "Agent"), as agent for itself and the Lenders (as defined below).

WITNESSETH:

WHEREAS, Debtor, American Sugar Holding, Inc. (collectively with Debtor, the "Borrowers"), the lenders party thereto (the "Lenders"), and the Agent are parties to that certain Loan and Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrowers from time to time and the Borrowers have granted a security interest in certain of their assets to the Agent for the benefit of the Agent and the Lenders (collectively, the "Lender Group"); and

WHEREAS, the Lender Group has required that Debtor execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants to the Agent for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Debtor's now owned or existing and hereafter acquired or arising: (a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (b) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Debtor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of this Agreement.

6. New Trademarks. Debtor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on Schedule 1 include all of the Trademarks now owned or held by Debtor, and (b) no liens, claims or security interests in such Trademarks have been granted by Debtor to any Person other than the Agent and except as permitted in the Loan Agreement. If, prior to the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Debtor shall give to the Agent written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. Debtor may, and hereby authorizes the Agent to, modify this Agreement unilaterally (A) by amending Schedule 1 to include any future Trademarks and (B) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, such future Trademarks.

7. Royalties. Debtor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Financing Agreement shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to Debtor.

8. Right to Inspect; Further Assignments and Security Interest. Debtor agrees not to sell or assign its respective interests in, or grant any new licenses under, the Trademarks without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Debtor, at Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of the Debtor. With respect to the "DOMINO" Trademark(s) in the United States, Debtor further agrees (i) not to abandon such Trademark(s) without the prior written consent of the Agent, and (ii) to maintain in full force and effect the Trademark(s). Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender Group shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Debtor and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Debtor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable out-of-pocket fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Debtor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement shall be deemed to have been suspended

or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Debtor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) Debtor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Debtor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent reasonably deems in the best interest of the Lender Group. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or any other Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Article 9 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights

and remedies provided in this Agreement, the Loan Agreement or any of the other Financing Agreements. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of each of the Lender Group and their respective nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

21. Merger. This Agreement represents the final agreement of Debtor, the Lenders and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Debtor and the Agent or any Lender.

22. Effectiveness. This Agreement shall become effective on the Closing Date.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

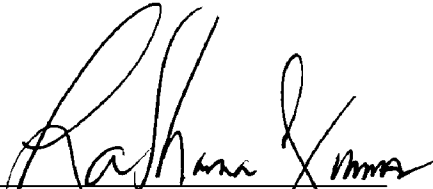
Sworn to and subscribed before me this 17th day of November, 2003.

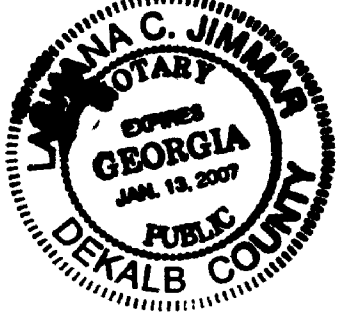
AMERICAN SUGAR REFINING, INC.

By: 

Name: Armando Tabernilla

Its: Vice President


NOTARY PUBLIC
My Commission Expires



[Signatures continue on the next page.]

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this 6th day of November, 2003.

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH

By: [Signature]
Name: Rebecca O. Morrow
Its: Executive Director

[Signature]
~~FAVIAN LEON VAZQUEZ~~
~~NOTARY PUBLIC~~
Notary Public, State of New York
No. 01LE6097571
My Commission Expires ~~September 02, 2007~~

Sworn to and subscribed before me this 6th day of November, 2003.

By: [Signature]
Name: Edward J. Peyser
Its: Managing Director

[Signature]
NOTARY PUBLIC
My Commission Expires

FAVIAN LEON VAZQUEZ
Notary Public, State of New York
No. 01LE6097571
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires September 02, 2007

Schedule 1

to

Trademark Security Agreement

Dated as of November 5, 2003

Schedule 8.11

INTELLECTUAL PROPERTY





(a) Intellectual Property of the Borrowers:


American Sugar Holdings, Inc.






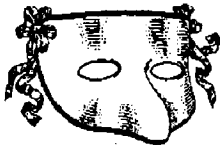
None.

American Sugar Refining, Inc.

Trademarks: (See Notes below with respect to name change filings.)

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
U.S. TRADEMARKS:					
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2. United States	AMEROSE	Class 30 - Sugar.	72/275216 7/3/1967	849,115 5/14/1968	Registered. Next renewal due 5/14/2008.
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4. United States	DI-PAC	Class 30 - Sugar.	72/225461 8/11/1965	809,641 6/7/1966	Registered. Next renewal due 6/7/2006.
5. United States	DOMINADE & Design 	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored drinks.	73/118038 3/4/1977	1,076,100 10/25/1977	Registered. Next renewal due 10/25/2007.
6. United States	DOMINO WITH OUT LINED LETTERS & FLOWER DESIGN 	Class 30 - Molasses.	73/427337 5/24/1983	1,280,877 6/5/1984	Registered. Next renewal due 6/5/2004.
7. United States	DOMINO & FLOWER Design 	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored drinks containing water.	73/215481 5/14/1979	1,191,810 3/9/1982	Registered. Next renewal due 3/9/2012.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
8. United States	DOMINO & STAR Design Domino	Class 29 - Non-dairy creamer.	74/636244 2/21/1995	2,007,581 10/15/1996	Registered. Next renewal due 10/15/2006. Affidavit under Sections 8 & 15 accepted 11/18/2002.
9. United States	DOMINO & STAR Design Domino	Class 30 - Flavored confectioners sugar.	75/046809 1/22/1996	2,047,395 3/25/1997	Registered. Renewal due 3/25/2007. Affidavit under Sections 8 & 15 accepted 5/14/03.
10. United States	DOMINO (Stylized) Domino	Class 30 - Hard sugar.	71/038424 11/2/1908	073,099 3/16/1909	Registered. Next renewal due 3/16/2009.
11. United States	DOMINO REDI-FOND & Design 	Class 30 - Fondant sugar.	73810670 7/3/1989	1,585,978 3/6/1990	Registered. Next renewal due 3/6/2010.
12. United States	DOTS (Stylized) Dots	Class 30 - Sugar for use as a food.	71/143975 2/24/1921	146,064 8/30/1921	Registered. Next renewal due 8/30/2012.
13. United States	EAGLE	Class 30 - Sugar.	72/357937 4/27/1970	911,602 5/4/1971	Registered. Next renewal due 5/4/2012.
14. United States	ENVISION	Class 30 - Sugar and sugar substitute product for use as a food flavor and texture modifier.	75/015546 11/6/1995	2,025,312 12/24/1996	Registered. Next renewal due 12/24/2006. Affidavit under Sections 8 & 15 accepted 1/31/03.
15. United States	FESTIVE	Class 30 - Sugar.	72/187645 2/28/1964	779,141 10/27/1964	Registered. Next renewal due 10/27/2004.
16. United States	FRANKLIN	Class 30 - Sugar and syrups.	71/039231 12/11/1908	073,797 5/18/1909	Registered. Next renewal due 5/18/2009.
17. United States	FRANKLIN CONFECTIONERS SUGAR & Design	Class 30 - Confectioners' sugar.	71/076238 2/28/1914	107,706 12/21/1915	Registered. Next renewal due 12/21/2005.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					
18. United States	FRANKLIN GRANULATED SUGAR & Design 	Class 30 - Granulated sugar.	71/076239 2/28/1914	112,658 9/19/1916	Registered. Next renewal 9/19/2006.
19. United States		Class 30 - Plastic invert sugar.	73/122851 4/14/1977	1,080,545 12/27/1977	Registered. Next renewal due 12/27/2007
20. United States	EAGLE DESIGN 	Class 30 - Sugar of commerce, not grape-sugar or glucose.	70/033743 10/4, 1899	033,743 11/14, 1899	Registered. Next renewal due 11/14/2009.
21. United States	MASK DESIGN 	Class 30 - Molasses.	73/427336 5/24/1983	1,302,950 10/30/1984	Registered. Next renewal due 10/30/2004.
22. United States	MASK DESIGN 	Class 30 - Hard sugar.	71/038426 11/2/1908	073,101 3/16/1909	Registered. Next renewal due 3/16/2009.
23. United States	PURE SWEET & Design	Mixture of granulated pure cane sugar and dextrose.	73/613051 8/1/1986	1,461,188 10/13/1987	Registered. Next renewal due 10/13/2007.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					
24. United States	QWIK-FLO	Class 30 - Molasses granules for use in the making of candy, bakery goods, and prepared foods for use in food manufacture and not for sale at retail.	73/738167 7/5/1988	1,552,155 8/15/1989	Registered. Next renewal due 8/15/2009.
25. United States	SET MATCH & Design 	Class 30 - Icing sugar.	73/403471 11/22/1982	1,270,949 3/20/1984	Registered Next renewal due 3/20/2014.
26. United States	SUNNY CANE	Class 30 - Sugar	73/444954 9/22/1983	1,310,327 12/18/1984	Registered Next renewal due 12/18/2004.
27. United States	SUNNY CANE & Design 	Class 30 - Sugar	73/444917 9/22/1983	1,310,326 12/18/1984	Registered. Next renewal due 12/18/2004.
28. United States	WEE-CAL	Class 30 - Substitute (artificial) sweetener packaged in individual servings	72/221,686 6/22/1965	811,817 7/26/1966	Registered. Next renewal due 7/26/2006.
29. United States	CANDY-PAC	Class 30 - Direct tableting sugar	76/112645 08/18/2000	2,693,831 3/4/2003	Registered. Affidavits under Sections 8 & 15 due between 3/4/2008 and 3/4/2009. Next renewal due 3/04/2013.
30. United States	SUPREME	Class 30 - Refined cane sugar	73/706670 1/20/1988	1,541,763 5/30/1989	Registered. Next renewal due 5/30/2009. Acquired from Archer Daniels Midland Co. Assignment to Domino Sugar Corporation recorded 4/23/02 on Reel/Frame 002498/0669.
31. United States	SOUTHERN BELLE	Class 30 - Refined cane sugar	73/710964 2/11/1988	1,511,979 11/8/1988	Registered. Next renewal due 11/8/2008.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					Acquired from Archer Daniels Midland Co. Assignment to Domino Sugar Corporation recorded 4/23/02 on Reel / Frame 002498/0669.
32. United States	DOMINOLAND	Class 41 - Providing a web site containing information and interactive activities for children.	76/440872 8/15/2002		Application published for opposition on 8/26/2003.
33. United States	DOMINO (WORD MARK)	Class 29 - Non-dairy creamer. Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co-crystallized sugar. Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.	76/440871 8/15/2002	2,717,484 5/20/2003	Renewal due 5/20/2013. Affidavit under Sections 8 & 15 due between 5/20/2008 and 5/20/2009
34. United States	DESIGN ONLY	Class 30 - granulated or other solid forms of cane sugar.	73/365083 5/17/1982	1,254,690 10/18/1983	Registered. Next renewal due 10/18/2013.
35. United States	COUNTRY CANE (word mark)	Class 30 - granulated or other solid forms of cane sugar.	73/365084 5/17/1982	1,254,691 10/18/1983	Registered. Next renewal due 10/18/2013.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
36. United States	FLO-SWEET (stylized)	Class 30 - Cane syrup and granulated or other solid forms of cane sugar.	71/670236 7/19/1954	605,923 5/10/1955	Registered. Renewed in 1995. Next renewal due 5/10/2005.
37. United States	JACK FROST SUGAR 100% PURE CANE & Design	Class 30 - Sugar.	71/358645 11/26/1934	322,756 03/19/1935	Registered. Next renewal due 3/19/2005. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
38. United States	JACK FROST & Design	Class 30 - Sugar.	72/294963 04/04/68	860,254 11/12/68	Registered. Next renewal due 11/12/2008. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
39. United States	JACK FROST (word mark)	Class 30 - Sugar.	72/294403 03/28/68	866,914 03/18/69	Registered. Next renewal due 3/18/2009. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
40. United States	JACK FROST & Design	Class 30 - Sugar	72/389037 04/13/71	937,705 07/11/92	Registered. Next renewal due 7/11/2012. Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
FOREIGN TRADEMARKS:					
41. Australia	AMERFOND	Class 30 - Sugar.	711,221 6/24/1996	711,221 6/24/1996	Registered. Next renewal due 6/24/2006. Owner of record is ASR as of 9/25/02.
42. Australia	BROWNULATED	Class 30 - Sugar.	711,222 6/24/1996	711,222 6/24/1996	Registered. Next renewal due 6/24/2006. Owner of record is ASR as of 9/25/02.
43. Australia	DI-PAC (Stylized) Di • Pac	Class 30 - Sugar in all forms including sugar for compacting into tablet form and for coating tablets.	A316,674 3/20/1978	A316,674 3/20/1978	Registered. Next renewal due 3/20/2009. Owner of record is ASR as of 9/25/02.
44. Australia	ENVISION	Class 30 - Sugar products for use as a food flavour and a texture modifier.	711,482 6/27/1996	711,482 6/27/1996	Registered. Next renewal due 6/27/2006. Owner of record is ASR as of 9/25/02.
45. Australia	QWIK-FLO	Class 30 - Granules of molasses, honey, raspberry, strawberry, apple and peanut butter each in combination with sugar for use in the making of candy, bakery goods and prepared foods for use s in manufacture and not for sale at retail.	711,223 6/24/1996	711,223 6/24/1996	Registered. Next renewal due 6/24/2006. Owner of record is ASR as of 9/25/02.
46. Australia	DOMINO	Class 30 - Sugar.	711,220 6/24/1996	711,220 6/24/1996	Registered. Next renewal due 6/24/2006. Owner of record is ASR as of 9/25/02.
47. Bahamas	DOMINO	Class 42 - Sugar.		8639 3/1/1977	Registered. Next renewal due 3/1/2005. Name change recording is pending.


COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
48. Benelux	QWIK-FLO	Class 30 - Granules consisting in a combination of sugar (including molasses and honey) and aromatic preparations (including raspberry, apple and peanut butter) for use by others in the manufacture of candy, bakery goods and other food products included in this class and not for sale at retail.	888034 2/19/1997	616,815 2/19/1997	Registered. Next renewal due 2/19/2007. Owner of record is ASR as of 10/10/2002.
49. Benelux	CYPHA			466.170 6/2/1989	Registered. Next renewal due 6/2/2009. Owner of Record is ASR as of 10/10/2002.
50. Benelux	DOMINO (Stylized) Domino	Class 30 - Sugar and syrups. Class 32 - Syrup.	578653 12/30/1971	97,798 12/30/1971	Registered. Next renewal due 12/30/2010. Owner of Record is ASR as of 10/10/2002.
51. Bermuda	DOMINO	Class 30 - Sugar.		8343 11/10/1977	Registered. Next renewal due 11/10/2012. Name change recording is pending.
52. Brazil	DOMINO	Class 29 - Non-dairy creamer.	825193702 1/6/2003		Pending. Priority claim: U.S. application 76/440871 filed 8/15/2002. Report of the translation and filing of the priority document filed 4/28/03. As of 9/5/03, await examination of the application. Considerable delays are normal for Brazil.



COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
53. Brazil	DOMINO	Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co-crystallized sugar.	825193710 1/6/2003		Pending. Priority claim: U.S. application 76/440871 filed 8/15/2002. Report of the translation and filing of the priority document filed 4/28/03. As of 9/5/03, await examination of the application. Considerable delays are normal for Brazil.
54. Brazil	DOMINO	Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.	825193729 1/6/2003		Pending. Priority claim: U.S. application 76/440871 filed 8/15/2002. Report of the translation and filing of the priority document filed 4/28/03. As of 5/28/03, await examination of the application. Considerable delays are normal for Brazil.
55. Canada	DI-PAC (Stylized) Di • Pac	Class 30 - Sugar.	403,431 10/22/1976	226,950 3/31/1978	Registered. Next renewal due 3/31/2008. Owner of record is ASR as of 10/28/02.
56. Canada	CYPHA	Chemical products for use as ingredients in the manufacture of foods, beverages, confectionery and flavours. (Canada does not use International Classification)	63330700 6/1/1989	438,033 1/20/1995	Registered. Next Renewal due 1/20/2010. Owner of record is ASR as of 10/28/02.
57. Canada	DOMINO	Class 30 - Sugar.	7259800	TMDA0015770 3/12/1911	Registered. Next renewal due 5/12/2006. Owner of record is

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
					ASR as of 10/28/02.
58. Canada	FLO-SWEET	Class 30 - Solid, granulated and liquid sugars, sucrose, dextrose, invert sugar, glucose and mixtures thereof; honey.	252.380 Filed: 8/13/1959	122,733 7/7/1961	Registered. Next renewal due 7/6/2006. Registrant is RSI.
59. China	DI-PAC	Class 30 - Sugar for use in the confectionery and pharmaceutical industries.	9800016987 3/2/1998	1,298,757 7/28/1999	Registered. Next renewal due 7/28/2009. Owner of Record is ASR as of 11/15/02.
60. China	QWIK-FLO	Class 30 - Sugar containing flavorings, flavorings other than essential oils, all for use by others in food manufacture and not for sale at retail.	9800016988 3/2/1998	1,298,758 7/28/1999	Registered. Next renewal due 7/28/2009. Owner of Record is ASR as of 11/15/02.
61. CTM - European Community	CANDY-PAC	Class 30 - Direct tableting sugar.	002093896 2/19/2001		Pending. Application published on 12/9/2002. Registration fee paid on 5/8/03. Certificate of Registration expected in four to six months.
62. CTM - European Community	DOMINO	Class 29 - Non-dairy creamer. Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch,	002853521 9/9/2002		Pending. Published for opposition until 9/23/2003. Opposition by SOS Cuetara S.A., based on Spanish mark DOMINO 500, requested Prior Rights Declaration and counsel fees in lieu of opposition. Letter sent 9/3/03 to accept settlement proposal in principle, subject to confirmation that priority declaration limited to Spain and goods covered by prior registration do not include sugar.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
		powdered sugar with maltodextrin, co-crystallized sugar. Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.			
63. France	DOMINO QWIK-FLO	Combined sugar and flavored granules including molasses, honey, raspberry, strawberry, apple and peanut butter for use in making of candy, bakery goods and prepared foods for use by others in food manufacture and not for sale at retail in Class 30.	98/716,094 2/3/1998	98/716094 2/3/1998	Registered. Next renewal due 2/3/2008. Owner of record is ASR as of 3/31/03.
64. France	CYPHA			1,534,631 6/5/1989	Registered 6/5/1999. Renewal filed. As of 5/20/03, await Certificate of Renewal. Owner of record is ASR as of 3/31/03.
65. France	DOMINO (Stylized) Domino	Class 30		1,295,480 1/10/1995	Registered. Next renewal due 1/9/2005. Owner of Record is RSI as of 3/31/03.
66. Germany	DI-PAC (Stylized) Di • Pac	Class 30 - Sugar.	A 28 875/30 Wz 1/13/1977	963,151 9/26/1977	Registered Next renewal 1/31/2007 Owner of record is ASR as of 11/15/02.
67. Germany	QWIK-FLO	Class 30 - Granules mainly consisting of sugar as well as flavorings including molasses, honey, raspberry, strawberry, apple and peanut butter for use in making of candy, bakery goods and prepared foods for use in the food industry.	397 07 605.3 2/21/1997	397 07 605 4/15/1997	Registered. Next renewal due 2/28/2007. Owner of record is ASR as of 11/15/02.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
68. Germany	DOMINO (Stylized) Domino	Class 30 - Sugar and syrup.	1/14/1960	741,468 1/14/1960	Registered. Next renewal due 1/31/2010. Owner of record is ASR as of 11/15/02.
69. Guatemala	DOMINO	Class 46 - Hard sugar, syrup for use as food, and molasses.		15,356 9/18/1964	Registered. Next renewal due 9/18/2004. Owner of record is ASR as of 7/4/2003.
70. India	DOMINO & STAR Design Domino	Class 30 - Sugar.	734,015 2/17/1997		Pending Published for opposition on 3/1/02. Processing is slow in India. Name change recording is pending.
71. Israel	DOMINO	Class 30 - Sugar and syrup.		43,162 10/28/1976	Registered. Next renewal due 10/28/2011. Owner of record is ASR as of 11/9/02.
72. Japan	DI-PAC (Stylized) Di • Pac	Class 30 - Direct compacting and tableting sugar.		1,434,061 9/29/1980	Registered. Next renewal due 9/29/2010. Owner of record is ASR as of 10/1/02.
73. Mexico	DOMINO & Flower Design Domino	Class 30 - Sugar.	82769 3/8/1990	429,352 3/8/1990	Registered. Next renewal due 3/8/2010. Name change recording is pending.
74. Netherlands Antilles	DOMINO	Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch,	D-200721 9/9/2002	09081 9/9/2002	Registered. Next renewal due 9/9/2012.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
		powdered sugar with maltodextrin, co-crystallized sugar.			
75. Norway	DOMINO	Class 30 - Sugar.	87740 12/21/1966	69,355 7/5/1966	Registered. Next renewal due 7/5/2006. Owner of record is ASH as of 10/10/2002.
76. South Africa	FLO-SWEET			59/2552	Registrant is RSI. Status is unknown.
77. United Kingdom	DI-PAC (Stylized) Di·Pac	Class 30 - Sugar for compacting into tablet form and for coating tablets, all for use in the confectionery and pharmaceutical industries and sold in bulk.		B1,068,496 9/20/1976	Registered. Next renewal due 9/20/2007. Owner of record is ASR as of 9/30/2002.
78. United Kingdom	CYPHA			1,377,830 3/22/1989	Registered. Next renewal due 3/22/2006. Owner of record is ASR as of 9/30/2002.
79. United Kingdom	DOMINO	Class 30 - Sugar (old UK Class 42)	5/10/1911	333,497 5/10/1911	Registered. Next renewal due 5/10/2005. Owner of record is ASR as of 9/30/2002.
80. United Kingdom	QWIK-FLO	Class 30 - Sugar; flavored sugar; molasses, combined sugar and flavoured granules including molasses, honey, raspberry, strawberry, apple and peanut butter for use in manufacture of candy, confectionery, bakery products and prepared foods for use by others in food manufacture and not for sale at retail.	2,124,940 2/20/1997	2,124,940 2/20/1997	Registered. Next renewal due 2/20/2007. Owner of record is ASR as of 9/30/2002.
81. Venezuela	DELICIOSO & BEAR DESIGN 	Dry syrup bases for making soft drinks and fruit-flavored drinks by the addition of water.		102.658-F 7/13/1983	Registered. Next renewal due 7/13/2008. Name change recording is pending.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
82. Venezuela	DELICIOSO & BEAR DESIGN 	Dry syrup bases for making soft drinks and fruit-flavored drinks by the addition of water.		102.656.F 7/13/1983	Registered. Next renewal due 7/13/2008. Name change recording is pending.
83. Venezuela	DOMINO	Class 1 - Raw or partially prepared materials.		103,945-F 9/21/1983	Registered. Next renewal due 9/21/2008. Name change recording is pending.
84. Venezuela	DOMINO & STAR Design 	Class 30 - Natural and artificial mineral and carbonated waters including soft drinks.		102,655-F 7/13/1983	Registered. Next renewal due 7/13/2008. Name change recording is pending.

Note: With respect to the registrations filed in the United State Patent and Trademark Office, the name changes from Domino Sugar Corporation to Tate & Lyle North American Sugars, Inc. and from Tate & Lyle North American Sugars, Inc. to TASR Co. were recorded on June 10, 2002 at Reel/Frame Nos. 002528/0407 and 002528/0742. The name change from TASR Co. to American Sugar Refining, Inc. was recorded on August 14, 2002 at Reel/Frame No. 002556/0134.

Note: With respect to the registrations in foreign countries, the recording of name changes from Domino Sugar Corporation to Tate & Lyle North American Sugars, Inc. to TASR Co. and finally to American Sugar Refining, Inc. is currently in progress. If recording of the name changes has been completed, this fact is noted in the individual country entries.

Patents:

	TITLE	PATENT NO.	COUNTRY	GRANT DATE	EXPIRATION DATE
1.	Method of Inhibiting Sweetness	1211984	Canada	9/30/1986	4/11/2004
2.	Method of Inhibiting Sweetness	4,567,053	U.S.	1/28/1986	4/11/2004
3.	Method of Modifying Taste	579149	Australia	4/12/1985	4/12/2005
4.	Method of Modifying Taste	159864	Belgium	7/19/1989	4/11/2005
5.	Method of Modifying Taste	1265700	Canada	2/13/1990	2/13/2007
6.	Method of Modifying Taste	159864	Switzerland	7/19/1989	4/11/2005
7.	Method of Modifying Taste	P3571547.2	Germany	7/19/1989	4/11/2005
8.	Method of Modifying Taste	159864	Europe	7/19/1989	4/11/2005
9.	Method of Modifying Taste	542230	Spain	1/9/1987	1/9/2007
10.	Method of Modifying Taste	159864	France	7/19/1989	4/11/2005

	TITLE	PATENT NO.	COUNTRY	GRANT DATE	EXPIRATION DATE
11.	Method of Modifying Taste	2157148	Great Britain	2/24/1988	4/11/2005
12.	Method of Modifying Taste	850918	Greece	4/10/1985	4/10/2005
13.	Method of Modifying Taste	74842	Israel	4/9/1985	4/9/2005
14.	Method of Modifying Taste	24306/BE/89	Italy	7/19/1989	4/11/2005
15.	Method of Modifying Taste	1935755	Japan	5/26/1995	4/12/2005
16.	Method of Modifying Sweet Taste	2548516	Japan	8/8/1996	4/12/2005
17.	Method of Modifying Taste	159864	Luxembourg	7/19/1989	4/11/2005
18.	Method of Modifying Taste	159864	Netherlands	7/19/1989	4/11/2005
19.	Method of Modifying Taste	161837	Norway	4/11/1985	4/11/2005
20.	Method of Modifying Taste	211752	New Zealand	4/11/1985	4/11/2005
21.	Method of Modifying Taste	23044	Philippines	3/10/1989	3/10/2006
22.	Method of Modifying Taste	80257	Portugal	2/10/1987	4/10/2005
23.	Method of Modifying Taste	159864	Sweden	7/19/1989	4/11/2005
24.	Method of Modifying Taste	22417	Turkey	4/11/1985	4/11/2005
25.	Method of Modifying Taste	5,045,336	U.S.	9/3/1991	9/3/2008
26.	Method of Modifying Taste	85/2679	S. Africa	4/11/1985	4/11/2005

(b) Intellectual Property of the Borrowers licensed to others:

1. Trademark License Agreement, dated November 5, 2001 by and among The American Sugar Refining Company, TASR Co., and Domino Foods, Inc., as assigned by The American Sugar Refining Company to TASR Co. by Contribution and Restructuring Agreement, dated June 28, 2002.
2. Trademark License Agreement by and between American Sugar Refining, Inc. and Grupo Industrial Azucarero de Occidente S.A. de C.V., a/k/a Azucar Grupo Saenz, dated as of September 1, 2002.
3. Trademark License Agreement between American Sugar Refining, Inc. and Okeelanta Corporation [verbal agreement to be documented].

(c) License Agreements granted to the Borrowers for use of Intellectual Property of others:

1. Licensing Agreement, dated September 1, 1988, between Traditional Quality Corp. and Refined Sugars, Inc., as assigned by The American Sugar Refining Company to TASR Co. by Contribution and Restructuring Agreement, dated June 28, 2002.

(d) Infringements of Intellectual Property by the Borrowers:

None.