

02-02-2004

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

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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): Congress Financial Corporation (Florida) 1-27-04
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: American Sugars Holdings, Inc., F/R/L/A
The American Sugar Refining Company and Refined Sugars, Inc. Street Address: One Federal Street City: Yonkers State: NY Zip: 10702
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 11/7/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,254,690; 1,254,691; 605,923
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: LaShana C. Jimmar, Paralegal Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 600 Peachtree Street, NE Suite 2400 City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 16-0752
OPR/FINANCE JAN 27 AM 8:05

DO NOT USE THIS SPACE

9. Signature. LaShana C. Jimmar Name of Person Signing Signature Date 1/23/2004
Total number of pages including cover sheet, attachments, and document:

01/30/2004 LNUELLER 00000087 1254690 01 FC:8521 40.00 OP 02 FC:8522 50.00 OP

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

TRADEMARK REEL: 002906 FRAME: 0109

**TERMINATION
OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION OF TRADEMARK SECURITY AGREEMENT is dated as of November ____, 2003, and is by and between American Sugar Holdings, Inc., f/k/a The American Sugar Refining Company and Refined Sugars, Inc., a Delaware corporation ("Debtor"), 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 ("Secured Party"). Debtor and Secured Party hereby agree as follows:

WHEREAS, pursuant to that certain Trademark Security Agreement between Debtor and Secured Party, dated November 5, 2001 (the "Trademark Security Agreement"), Debtor granted to Secured Party a continuing security interest and general lien upon all of Debtor's right, title and interest in and to the trademarks, trade names, trade styles, and service marks and all applications, registrations and recordings described in Exhibit A hereto, as collateral security for the Obligations, as defined in the Trademark Security Agreement; and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on November 16, 2001, at Reel 2396, Frame 0189; and

WHEREAS, all of the Obligations of Debtor have been satisfied.

NOW, THEREFORE, in consideration of the satisfaction of the Obligations of Debtor, Secured Party and Debtor agree that the Trademark Security Agreement is hereby terminated and Secured Party hereby assigns, sells, transfers, quitclaims, conveys, and grants to Debtor, without representation or warranty of any kind, nature or description, all of Secured Party's rights, title and interest in and to (a) the trademarks, trade names, trade styles, and service marks and all applications, registrations and recordings described in Exhibit A hereto and (b) all other Collateral, as defined in the Trademark Security Assignment.

Secured Party agrees to execute and deliver to Debtor, at Debtor's sole cost and expense, all further deeds, assignments and other instruments as may be necessary or proper to terminate the Trademark Security Agreement and release the security interest and general lien created by the Trademark Security Agreement in the trademarks, trade names, trade styles, and service marks and all applications, registrations and recordings described in Exhibit A hereto and the other Collateral.

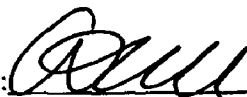
IN WITNESS WHEREOF, the parties have caused this Termination of Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Congress Financial Corporation (Florida), a
Florida corporation, as agent

By: 

Name: K MAXWELL

American Sugar Holdings, Inc., f/k/a The
American Sugar Refining Company and
Refined Sugars, Inc., a Delaware corporation

By: 

Armando A. Tabernilla, Vice President

Exhibit A
to
Termination of Trademark Security Agreement

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Miscellaneous Design (Sugar Cane Field)	U.S. 1,254,690	10/18/83
Country cane	U.S. 1,254,691	10/18/83
Flo-Sweet	U.S. 605,923	5/10/55