

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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):

NutraSweet IP Holdings, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Second Lien Trademark Security Agreement
- Merger
- Change of Name

Execution Date: October 8, 2004

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

Name: General Electric Capital
as second lien agent

Internal

Address:

Street Address: 401 Merritt Seven

City: Norwalk State: CT Zip: 06856

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing

Laura Konrath
Signature

11/12/04
Date

Total number of pages including cover sheet, attachments, and document: 1

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

CH \$40.00 232428 2488877

Continuation
Item 9

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Current Owner	Application No./ Filing Date	Registration Status
GREEN SWEET	NutraSweet IP Holdings	75/810995 29-Sep-1999	Registered No. 2488877 11-Sep-2001

Except as set forth above, the Grantor does not own or have any rights to any other U.S. Trademarks, Trademark Applications or Trademark Licenses.

REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 8, 2004 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE BORROWER, HOLDINGS, THE SUBSIDIARIES OF THE BORROWER PARTY THERETO, GENERAL ELECTRIC CAPITAL CORPORATION ("GE CAPITAL"), AS FIRST LIEN AGENT (AS DEFINED THEREIN), AND GE CAPITAL, AS SECOND LIEN AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2004, by NUTRASWEET IP HOLDINGS, INC., a Delaware corporation ("**Grantor**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Second Lien Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among The NutraSweet Company, a Delaware corporation (the "**Borrower**"), the other Persons named therein as Credit Parties, Second Lien Agent, LaSalle Bank National Association, as Funding Agent and Lender and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Second Lien Credit Agreement**"), Lenders have agreed to make the Loans for the benefit of Borrower;

WHEREAS, Grantor is a wholly owned subsidiary of the Borrower and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to Borrower pursuant to the Second Lien Credit Agreement;

WHEREAS, Second Lien Agent and Lenders are willing to make the Loans as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Second Lien Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Security Agreement dated as of the date herewith

(including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Security Agreement"); and

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor is required to execute and deliver to Second Lien Agent, for itself and the ratable benefit of Lenders, this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Second Lien Agent, on behalf of itself and Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, 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 reissues, continuations or extensions 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 products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or 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; provided, the assets included as "Trademark Collateral" shall, as provided in Section 3 below, be subject to the terms and provisions of the Second Lien Security Agreement (regardless of whether or not such assets are listed on Schedule I attached hereto).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Second Lien Trademark Security Agreement are granted in conjunction with the security interests granted to Second Lien Agent, on behalf of itself and Lenders, pursuant to the Second Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which (including, without limitation, the exclusions from Collateral described at the end of Section 2(a) thereof) are incorporated by reference herein as if fully set forth herein.

4. **INTERCREDITOR AND OTHER AGREEMENTS.** Reference is made herein for all purposes to that certain Intercreditor Agreement dated as of October 8, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, Holdings, the Subsidiaries of the Borrower party thereto, General Electric Capital Corporation ("GE Capital"), as First Lien Agent (as defined therein), and GE Capital, as Second Lien Agent (as defined therein). Notwithstanding anything to the contrary herein, until such time as the Discharge of the First Lien Obligations (as defined in the Intercreditor Agreement) has occurred, the provisions of this Second Lien Trademark Security Agreement are subject to the terms, covenants, conditions and provisions of the Intercreditor Agreement, which, among other things, provide that the interests of Second Lien Agent in and to the Collateral shall be inferior, and subordinate to the interests of First Lien Agent in accordance with the Intercreditor Agreement, and to the rights and remedies granted to the First Lien Agent pursuant to the First Lien Credit Documents (as defined in the Intercreditor Agreement). In the event of any inconsistency between the terms and provisions of this Second Lien Trademark Security Agreement and either the Intercreditor Agreement or any of the First Lien Credit Documents, the terms, covenants, conditions and provisions of the Intercreditor Agreement or such First Lien Credit Document shall prevail until such time as the Discharge of the First Lien Obligations has occurred.

[signature page follows]

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

NUTRASWEET IP HOLDINGS, INC.

By: James F. Stanley
Name: JAMES F. STANLEY
Title: VICE PRESIDENT AND TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Second Lien Agent

By: _____
Name: _____
Title: _____


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

NUTRASWEET IP HOLDINGS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Second Lien Agent

By: 
Name: Walter E. Schaefer
Title: VP

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)

COUNTY OF RICHMOND)

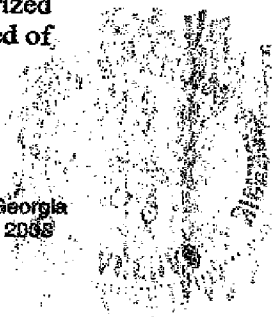
ss.

On this 8th day of October, 2004 before me personally appeared James F. Stanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NutraSweet IP Holdings, Inc., a Delaware corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan L. Ellis

Notary Public

Notary Public, Richmond County, Georgia
My Commission Expires April 19, 2008



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