

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, C&H SUGAR COMPANY, INC., a Delaware corporation (formerly known as Sugar Acquisition Corporation) ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Loan and Security Agreement dated as of December 24, 1998 (said Loan and Security Agreement, as it may be extended, renewed, amended or restated from time to time, being the "**Loan and Security Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan and Security Agreement from time to time, the "**Lenders**") and Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association, successor to BankAmerica Business Credit, Inc.), as Agent (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan and Security Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the application specifically identified in Schedule A) (the "**Trademark Application**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all

payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

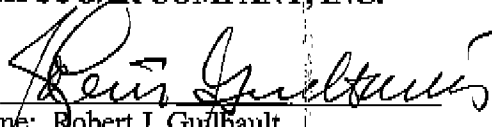
Notwithstanding anything herein to the contrary, (a) in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect and (b) in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Grantor's rights or interests in any of the property of the Grantor to the extent, but only to the extent, that such property is located, or deemed to be located for Australian stamp duty purposes, in Australia (other than in the State of Victoria, the Australian Capital Territory and the Northern Territories.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of November 22, 2004.

C&H SUGAR COMPANY, INC.

By: 
Name: Robert J. Gullbault
Title: Vice President, Chief Financial Officer, and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
C&H Sugar Company, Inc.	C&H Design Mark	78507659	October 28, 2004

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

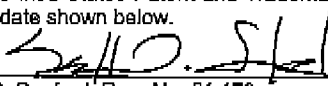
<u>Registered Owner</u>	United States Trademark <u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
C&H Sugar Company, Inc.	C&H Design Mark	78507659	October 28, 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK RECORDATION TRANSMITTAL LETTER

CERTIFICATE OF TRANSMISSION UNDER 37 C.F.R. § 1.6(d)

I hereby certify that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office to fax No. (703) 306-5995, on the date shown below.



 Scott D. Sanford, Reg. No. 51,170
 Signature Date: November 24, 2004

Sir:

Transmitted herewith for filing are the following:


- Recordation Form Cover Sheet Trademarks Only
- Grant of Trademark Security Interest
- Schedule A to Grant of Trademark Security Interest (2 copies)
- The Commissioner is hereby authorized to charge underpayment of any additional fees or credit any overpayment associated with this communication to Deposit Account No. 50-0639. A duplicate copy of this authorization is enclosed.

Please direct all correspondence concerning the above-identified application to the following address:

Scott D. Sanford, Esq.
 O'MELVENY & MYERS LLP
 Embarcadero Center West
 275 Battery Street
 San Francisco, California 94111-3305
 Telephone: (415) 984-8700
 Facsimile: (415) 984-8701
 ssanford@omm.com

Respectfully submitted,

Date: November 24, 2004



 Scott D. Sanford, Esq.
 Reg. No. 51,170

Scott D. Sanford, Esq.
 O'MELVENY & MYERS LLP
 Embarcadero Center West
 275 Battery Street
 San Francisco, California 94111-3344
 Telephone: (415) 984-8700
 Facsimile: (415) 984-8701

SF1:568259.1