

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):
C&I Sugar Company, Inc.

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

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

2. Name and Address of receiving party(ies)

Name: Court Square Capital, Ltd.
Address: 399 Park Avenue, New York, NY 10043

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (New York)
 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: December 10, 2004

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

A. Trademark Application No.(s) See attached
B. Trademark Registration No.(s) See attached

Additional numbers attached? Yes No

B. Trademark Registration No.(s) See attached

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

Hayley M. Smith, Senior Legal Assistant
Kirkland & Ellis LLP
153 East 53rd Street
New York, NY 10022-4675
(212) 446-4800 (Phone)
(212) 446-4900 (Fax)

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 240
 Enclosed
 Authorized to be charged to Deposit Account

8. Charge to Deposit Account No. 111098
 (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.

Hayley M. Smith Hayley M. Smith 1/6/05
 Name of Person Signing Signature Date

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

CH \$240.00 111098 78507659

RECORDATION FORM COVER SHEET SCHEDULEREGISTRATIONS

TRADEMARK	REG. NO	REG. DATE
C&H	1,499,823	8/9/1988
C&H Design (with Flower)	1,496,946	7/19/1988
DRIVERT	340,729	11/17/1936
EASY-FOND	1,789,562	8/24/1993
GOLDEN C	976,452	1/8/1974
LIQUICANE	1,583,842	2/20/1990
SUGART	2,082,913	7/29/1997
YELLOW D	976,453	1/8/1974

APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE
C&H Design (New Logo)	78/507659	10/28/2004

EXECUTION COPY**GRANT OF TRADEMARK SECURITY INTEREST**

WHEREAS, C&H SUGAR COMPANY, INC., a Delaware 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 Secured PIK Senior Note Purchase Agreement dated as of December 10, 2004 by and among the Grantor and Court Square Capital, Ltd. (the "**Secured Party**") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified), pursuant to which the Secured Party has agreed to purchase a second priority secured note from the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December ____, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

WHEREAS, the Secured Party has entered into that certain Intercreditor Agreement dated as of December 10, 2004, among Bank of America, N.A., as agent, the Secured Party and the Grantor (as from time to time amended, restated, supplemented or otherwise modified, the "**Intercreditor Agreement**");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement and the Intercreditor 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 registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), 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

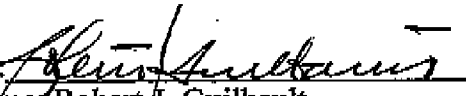
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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 be not 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Further, the provisions of this Grant of Trademark Security Interest are subject to the terms of the Intercreditor Agreement. To the extent there is any conflict between the terms of this Grant of Trademark Security Interest and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall govern.

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 ~~December~~ 10, 2004.

C&H SUGAR COMPANY, INC.

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

Acknowledged, and Agreed as of
~~December~~ , 2004

COURT SQUARE CAPITAL, LTD.

By: _____
Name: _____
Title: _____

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 December __, 2004.

C&H SUGAR COMPANY, INC.

By: _____
Name: _____
Title: _____

Acknowledged, and Agreed as of December 10, 2004

COURT SQUARE CAPITAL, LTD.

By: *[Signature]*
Name: REINHARD E. HAYBERRY
Title: MANAGING DIRECTOR

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

Registered Trademarks

TRADEMARK	CLASS / GOODS	REG. NO / JURISDICTION	REG. DATE
C&H	Class 30: Sugar	1,499,823 – USA	8/9/1988
C&H Design (with flower)	Class 30: Sugar	86,699 – California	1/25/1988
C&H Design (with Flower)	Class 30: Sugar	1,496,946 – USA	7/19/1988
DRIVERT	Class 30: Dry fondant made from cane sugar	340,729 – USA	11/17/1936
EASY-FOND	Class 30: Refined sugar	1,789,562 – USA	8/24/1993
GOLDEN C	Class 30: Brown sugar	976,452 – USA	1/8/1974
LIQUICANE	Class 30: Cane sugar syrups, including syrup of straight liquid sugar (refined cane sugar syrup), syrup of such sugar fully inverted, and blends or mixes in different proportions of such liquid sugar and such fully inverted sugar syrup	1,583,842 – USA	2/20/1990
SUGART	Class 41: Educational services, namely, conducting educational programs in the fields of art, math and history, using sugar cubes as teaching tools; Entertainment services, namely, conducting entertainment exhibitions in the nature of activities using sugar cubes at fairs and public events	2,082,913 – USA	7/29/1997
YELLOW D	Class 30: Brown sugar	976,453 – USA	1/8/1974

Applications

TRADEMARK	CLASS / GOODS	REG. NO / JURISDICTION	REG. DATE
C&H Design (New Logo)	Class 30: Sugar	78/507659– USA	10/28/2004