

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sweet Ovations LLC		02/18/2005	l: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	70 East 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76362297	SWISS-PREME
Registration Number:	2782759	SWEET OVATIONS
Registration Number:	2840726	SWEET OVATIONS
Registration Number:	2782757	SWEET OVATIONS
Registration Number:	2839009	SWEET OVATIONS
Registration Number:	2782461	SWEET OVATIONS
Registration Number:	2806992	SWEET OVATIONS
Registration Number:	2782457	
Registration Number:	2778428	

CORRESPONDENCE DATA

Fax Number: (212)682-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-880-6281
 Email: sanger@torys.com
 Correspondent Name: Torys LLP

CH \$240.00 76362297

Address Line 1: 237 Park Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Sophie B. Anger

Signature:

/Sophie B. Anger/

Date:

02/25/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 18, 2005 is between Sweet Ovations LLC, a Delaware limited liability company (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of February, 2005.

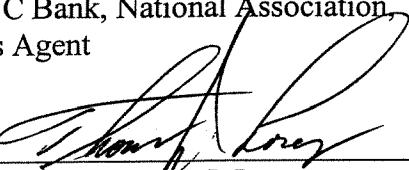
SWEET OVATIONS LLC

By: 

Name: Kevin Daugherty

Title: President

Acknowledged:
PNC Bank, National Association,
as Agent

By: 

Name: Thomas J. Lorenz

Title: Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 18 day of February, 2005, before me personally came Kevin Daugherty, to me personally known to be the person described in and who executed the foregoing instrument as President of Sweet Ovations LLC, who being by me duly sworn, did depose and say that he is President of Sweet Ovations LLC, the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its Board of Managers; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.



NOTARY PUBLIC

Derek Warner
Notary Public, State of New York
No. 02WA6029852
Qualified in New York County
Commission Expires: 08/30/2005

My commission expires:

8/30/05

Schedule 1 to Trademark Security Agreement

[see attached]

TRADEMARKS

Record Owner	Registered Mark	Country	Registration/Application Number
Degussa Food Ingredients US, LLC	SWISS-PREME	U.S.	Notice of Allowance for Application 76/362297 granted May 18, 2004.
Degussa Food Ingredients US, LLC	SWISS-PREME	Mexico	772295
Degussa Food Ingredients US, LLC	SWISS-PREME	Mexico	557621
Degussa Food Ingredients US, LLC	SWISS-PREME	Canada	Notice of Allowance for Application 1143966 granted August 20, 2004.
Degussa Food Ingredients US, LLC	SWISS-PREME	European Community	2737013
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design w/color	U.S.	2782759
Degussa Food Ingredients US, LLC	SWEET OVATIONS	U.S.	2840726
Degussa Food Ingredients US, LLC	SWEET OVATIONS	U.S.	2782757
Degussa Food Ingredients US, LLC	SWEET OVATIONS	European Community	2737039
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design	U.S.	2839009
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design	U.S.	2782461
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design w/color	U.S.	2806992
Degussa Food Ingredients US, LLC	SWEET OVATIONS	Mexico (Pending application)	557281

Record Owner	Registered Mark	Country	Registration/Application Number
Degussa Food Ingredients US, LLC	SWEET OVATIONS	Canada	Notice of Allowance for Application 1143965 granted October 1, 2004
Degussa Food Ingredients US, LLC	Dots Design (design)	U.S.	2782457
Degussa Food Ingredients US, LLC	Dots Design (black and white)	U.S.	2778428