

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):

United States Sugar Corporation

- 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: Harris Trust and Savings Bank,  
as administrative agent

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago      State: IL      ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State      Illinois
- 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(s) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

Execution Date: April 8, 2005

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

A. Trademark Application No.(s)

78181917  
73347461  
78181885

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago      State: IL      ZIP: 60603

6. Total number of applications and trademarks involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

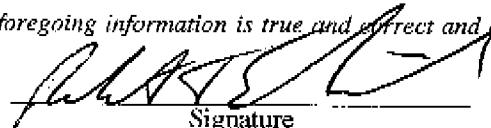
(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1558154

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.*

Robert J. Schneider  
Name of Person Signing



Signature

May 2, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 8

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$90.00 500305 78181917

**TRADEMARK COLLATERAL AGREEMENT**

This 8th day of April, 2005, United States Sugar Corporation, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 111 Ponce de León Avenue, Clewiston, Florida 33440 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, in its capacity as administrative agent for itself and certain other lenders to the Debtor, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (in such capacity, the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of April 8, 2005 by and among Debtor, Secured Party and the other parties thereto (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

UNITED STATES SUGAR CORPORATION

By Gerard A. Bernard  
Name: Gerard A. Bernard  
Title: Senior Vice President and  
Chief Financial Officer

HARRIS TRUST AND SAVINGS BANK, as  
administrative agent

By Robert H. Wolohan  
Name Robert H. Wolohan  
Title Vice President

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

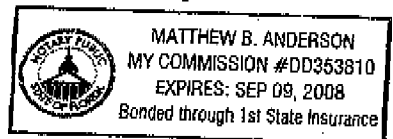
I, MATTHEW B. ANDERSON a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerard A. Bernard, Senior Vice President and Chief Financial Officer of United States Sugar Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President and Chief Financial Officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4<sup>th</sup> day of April, 2005.

(NOTARIAL SEAL)

*Matthew B. Anderson*

Notary Public



(Type or Print Name)

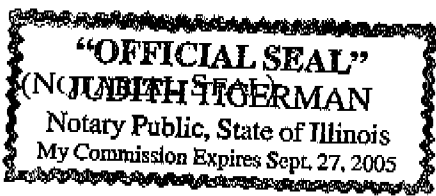
My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert H. Wolohan, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of April, 2005.



Judith Tigerman  
Notary Public

My Commission Expires:

JUDITH TIGERMAN  
(Type or Print Name)

SEPT. 27, 2005

**SCHEDULE A-I  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>SERIAL NO.</b>	<b>FILED</b>
Fully Fortified	78181917	November 5, 2002
SUGA-LIK	73347461	January 27, 1982
Fully Fortified	78181885	November 5, 2002
SUGA-LIK		

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
	NONE	

**COMMON LAW MARKS AND TRADE NAMES**

NONE

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NONE

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

NONE