

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
Holly Sugar Corporation		09/20/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	225 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1617801	SPRECKELS SINCE 1898	
Registration Number:	1618952	SPRECKELS SINCE 1898	
Registration Number:	1703579	HOLLY HYBRIDS	
Registration Number:	1558288		
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	Jeffrey P. Balcita		
Address Line 1:	191 Peachtree Street		
Address Line 2:	49th Floor		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Jeffrey P. Balcita		
Signature:	/Jeffrey P. Balcita/		

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Date:

09/21/2005

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of September 20, 2005, by and between HOLLY SUGAR CORPORATION, a New York corporation (the "Pledgor"), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Trustee (in such capacity, the "Collateral Trustee") for the Secured Parties referenced herein.

WITNESSETH:

RECITALS.

A. The Pledgor owns and uses certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Pledgor will obtain benefits, directly or indirectly, from the financial accommodations proposed to be extended by the Secured Parties, in their various individual and agent capacities, to Southern Minnesota Beet Sugar Cooperative, a Minnesota cooperative association (the "Borrower"), pursuant to the Financing Documents (as such term is defined in the Security Agreement described below); and

C. The Pledgor and the Collateral Trustee have entered into a Security Agreement, dated as of even date herewith (the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Security Agreement); and

D. Pursuant to the Security Agreement, the Pledgor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Collateral Trustee, for the benefit of the Secured Parties, all of the Pledgor's right, title and interest in and to, and granted to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in, the property described therein, including, without limitation, (a) all of Pledgor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Pledgor now has or hereafter acquires rights and wherever located; (b) all of the Pledgor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Pledgor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and

E. As a condition precedent to the extension of such financial accommodations pursuant to the Financing Documents and in furtherance of the Security Agreement, the Collateral Trustee and Secured Parties have required that Pledgor grant to the Collateral Trustee, for the benefit of Secured Parties, a security interest in the Property (as herein defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Pledgor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for the payment and performance of the Secured Obligations, the Pledgor hereby grants, assigns and conveys to the Collateral Trustee, for the benefit of the Secured Parties for security purposes, in, all of the Pledgor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Pledgor or in which Pledgor now has or hereafter acquires rights and wherever located; and

(b) each Trademark License now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, unless and until the Collateral Trustee exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Pledgor shall own, and may use and enjoy the

Property in connection with its business operations in accordance with the terms of the Security Agreement.

3. The Pledgor does hereby further acknowledges and affirms that the representations, warranties and covenants of the Pledgor with respect to the Property and the rights and remedies of the Collateral Trustee with respect to the collateral assignment of the Property made and 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.

4. This Agreement shall terminate upon payment and performance in full of all Secured Obligations and termination of the Security Agreement. At any time and from time to time prior to such payment in full, the Collateral Trustee may terminate its security interest in or reconvey to the Pledgor any rights with respect to any or all of the Property. Upon termination of this Agreement or any termination of the security interest in any of the Property pursuant to the Security Agreement and following a request from the Pledgor, the Collateral Trustee shall, at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Pledgor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Collateral Trustee pursuant hereto or pursuant to the Security Agreement.

5. If at any time before the termination of this Agreement pursuant to Section 4 hereof, the Pledgor shall obtain or acquire rights to any new Trademark or trademark application, whether under a license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and the Pledgor shall comply with the terms of the Security Agreement with respect thereto. The Pledgor authorizes the Collateral Trustee to modify this Agreement by amending Schedule I to include any future Trademarks, trademark applications and trademark licenses covered by Section 2 hereof or by this Section 5.

6. The Pledgor further agrees that neither the Collateral Trustee nor any Secured Party shall have any obligation or responsibility to protect or defend the Property and the Pledgor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

8. To the extent there is any actual irreconcilable conflict between the provisions of the Agreement and the Security Agreement, the provisions of the Security Agreement shall prevail.

9. Any and all rights granted to the Collateral Trustee under this Agreement are to be held and exercised by the Collateral Trustee as security trustee for the benefit of the Secured Parties pursuant to the provisions of the Collateral Trust Indenture. Each of the Secured Parties shall be a beneficiary of the terms of this Agreement. Any and all obligations under this Agreement of the parties to this Agreement, and the rights and indemnities granted to the Collateral Trustee under this Agreement, are created and granted subject to, and in furtherance (and not in limitation) of, the terms of the Collateral Trust Indenture and the rights and indemnities of the Secured Parties contained therein shall apply equally to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any Person other than the Pledgor, the Secured Parties and the Collateral Trustee any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenant, condition, or provision herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the Pledgor, the Secured Parties and the Collateral Trustee. Notwithstanding anything herein to the contrary, the Collateral Trustee shall exercise its rights and powers subject to the direction of the Secured Parties as provided in the Collateral Trust Indenture.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

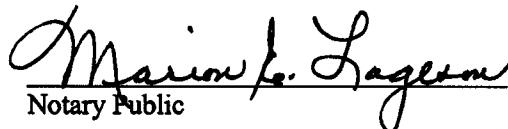
HOLLY SUGAR CORPORATION

By: 
Name: John Richmond
Title: President

[corporate seal]

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On the 19th day of September, 2005 before me personally came John Richmond, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of **HOLLY SUGAR CORPORATION**, who being by me duly sworn, did depose and say that he is the President of Holly Sugar Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said cooperative association by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires: _____

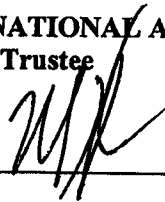
[Notarial Seal]



[Signature Page to Trademark Security Agreement (HSC)]

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**U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee**

By: 
Name: _____
Title: **Michael M. Hopkins**
Vice President

[Signature Page to Trademark Security Agreement (HSC)]

TRADEMARK
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SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>DATE OF REGISTRATION</u>	<u>MARK</u>
1,617,801	October 16, 1990	SPRECKELS SINCE 1898
1,618,952	October 23, 1990	SPRECKELS SINCE 1898 and Design

PENDING U.S. TRADEMARK APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>MARK</u>
None		

TRADEMARK LICENSES

Trademark Licenses with respect to which
Pledgor is a licensee:

<u>LICENSOR</u>	<u>LICENSE</u>	<u>TRADEMARK AND REGISTRATION OR SERIAL NUMBER</u>
Ragus Holdings, Inc.	HOLLY HYBRIDS	1703579
Ragus Holdings, Inc.	Leaf Design	1558288
Ragus Holdings, Inc.	HOLLY HYBRIDS & Design	N/A

Trademarks and Trademark Applications with respect to which
Pledgor is a licensee:

<u>LICENSEE</u>	<u>LICENSE</u>	<u>TRADEMARK AND REGISTRATION OR SERIAL NUMBER</u>
NONE		