

08-22-2005



103065311

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

C&H Sugar Company, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 9, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Coöperatieve Centrale Raiffeisen-Boerenleenbank

: B.A., "Rabobank International", New York Branch

Street Address: 245 Park Avenue

City: New York

State: New York

Country: USA Zip: 10167-5120

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Cooperative

Citizenship _____
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)

New York State Licensed Branch of a Dutch Bank

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/507659

B. Trademark Registration No.(s)
1499823; 1496946; 340729; 1789562; 976452; 1583842; 2082913

976453

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: LaShana C. Jimmar, Senior Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Suite 2400

Street Address: 600 Peachtree Street, N.E.

City: Atlanta

State: Georgia Zip: 30308

Phone Number: (404) 815-2137

Fax Number: (404) 685-5137

Email Address: lshana.jimmar@paulhastings.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-0752

Authorized User Name LaShana C. Jimmar

9. Signature:

LaShana C. Jimmar
Signature

August 17, 2005

Date

LaShana C. Jimmar

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/19/2005 ECOOPER 00000096 160752 78507659

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TRADEMARK
REEL: 003210 FRAME: 0030

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 9, 2005, by and between C&H Sugar Company, Inc., a Delaware corporation ("Debtor"), and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch (the "Agent"), as collateral agent and administrative agent for itself and the Lenders (as defined below).

WITNESSETH:

WHEREAS, Debtor, American Sugar Holding, Inc., a Delaware corporation ("Parent"), American Sugar Refining, Inc., a Delaware corporation ("ASR"; together with Parent and Debtor, collectively, the "Borrowers"), the lenders party thereto (the "Lenders"), and the Agent are parties to that certain Loan and Security Agreement of dated as of November 7, 2003, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 5, 2004, as further amended by that certain Second Amendment to Loan and Security Agreement dated as of November 30, 2004 and as further amended by that certain Third Amendment to Loan and Security Agreement ("Third Amendment") dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to extend credit to the Borrowers from time to time and the Borrowers have granted a security interest in certain of their assets to the Agent for the benefit of the Agent and the Lenders (collectively, the "Lender Group"); and

WHEREAS, the Lender Group has required that Debtor execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement) and (ii) as a condition precedent to any execution of the Third Amendment;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants to the Agent for the benefit of the Lender Group a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Debtor's now owned or existing and hereafter acquired or arising: (a) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (b) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Debtor agrees that it will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of this Agreement.

6. New Trademarks. Debtor represents and warrants that, as of the date hereof, (a) the Trademarks listed on Schedule 1 include all of the registered Trademarks now owned or held by Debtor, and (b) no liens, claims or security interests in such Trademarks have been granted by Debtor to any Person other than the Agent and except as permitted in the Loan Agreement. If, prior to the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Debtor shall give to the Agent written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. Debtor may, and hereby authorizes the Agent to, modify this Agreement unilaterally (A) by amending Schedule 1 to include any future Trademarks and (B) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, such future Trademarks.

7. Royalties. Debtor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Financing Agreement shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to Debtor.

8. Right to Inspect; Further Assignments and Security Interest. Debtor agrees not to sell or assign its respective interests in, or grant any new licenses (other than non-exclusive licenses in the ordinary course of Debtor's business) under, the Trademarks without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Debtor, at Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Loan Agreement.

10. Duties of the Debtor. Debtor further agrees (i) not to abandon such Trademark(s) without the prior written consent of the Agent, and (ii) to maintain in full force and effect the Trademark(s), except that clauses (i) and (ii) above shall not apply to any such Trademark(s) that are not necessary or economically desirable in the operation of Debtor's business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender Group shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Debtor and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. Debtor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable out-of-pocket fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Debtor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the

exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Debtor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) Debtor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Debtor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent reasonably deems in the best interest of the Lender Group. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Loan Agreement or any other Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Article 9 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or

concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Financing Agreements. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of each of the Lender Group and their respective nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

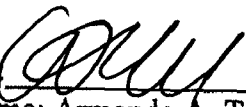
21. Merger. This Agreement represents the final agreement of Debtor, the Lenders and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Debtor and the Agent or any Lender other than the Loan Agreement and any other Financing Agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed
before me this 8th day of
August, 2005.

C&H SUGAR COMPANY, INC.

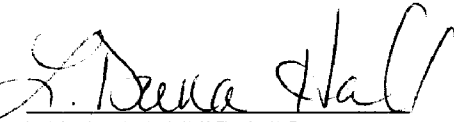
By 
Name: Armando A. Tabernilla
Its: Vice President


NOTARY PUBLIC
My Commission Expires

ALISON BROPHY
Notary Public, State of New York
No. 01BR6116953
Qualified in New York County
Commission Expires October 12, 2008. [Signatures continue on the next page.]

Accepted and agreed to as of the day and year first above written:

Sworn to and subscribed before me this 8th day of August, 2005.



NOTARY PUBLIC
My Commission Expires

L. DANA HALL
Notary Public, Henry County, Georgia
My Commission Expires February 14, 2006

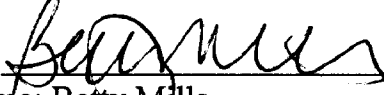
Sworn to and subscribed before me this 8th day of August, 2005.




NOTARY PUBLIC
My Commission Expires

FABIAN LEÓN VÁZQUEZ
Notary Public, State of New York
No. 01LE8007871
Qualified in Queens County
Certificate Filed in New York County
My Commission Expires September 02, 2007

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH

By: 
Name: Betty Mills
Its: Executive Director

By: 
Name: Rebecca Morrow
Its: Executive Director

Schedule 1

to

Trademark Security Agreement

Schedule 1

Trademarks and Trademark Applications, Trade Names

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

Pending Trademarks:

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