

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
Whole Earth Sweetener Company		03/27/2006	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	CreditSuisse, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78806272	SWEET SIMPLICITY	
Serial Number:	78806282	SWEET SIMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7135472301		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP, Todd Mattingly		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 3100		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	32325.45		
NAME OF SUBMITTER:	Todd Mattingly		
Signature:	/Todd Mattingly/		

CH \$65.00 78806272

Date:

04/25/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2006 by Whole Earth Sweetener Company LLC ("*Grantor*"), in favor of Credit Suisse, Cayman Islands Branch, a bank organized under the laws of Switzerland ("*Credit Suisse*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 11, 2003 (as amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Merisant Company (the "*Borrower*"), Merisant Worldwide, Inc. (formerly Tabletop Holdings, Inc.), the Lenders and Issuers party thereto, Credit Suisse, as administrative agent for the Lenders and Issuers, and the other agents party thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, Grantor is party to a Security Agreement dated of even date with the Credit Agreement in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1 Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark

License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

*Remainder of Page Intentionally Blank
Signature Pages to Follow*

GRANTOR:

WHOLE EARTH SWEETENER COMPANY
LLC

By: A. J. Nocchiero
Name: Anthony J. Nocchiero
Title: Vice President, CFO

ACKNOWLEDGEMENT OF GRANTOR

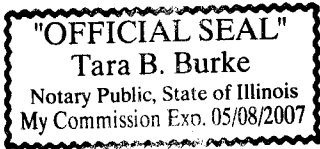
STATE OF Illinois)

) ss.

COUNTY OF Cook)

On this 27th day of March, 2006, before me personally appeared Anthony J. Nocchiero,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument
on behalf of Whole Earth Sweetener Company LLC, who being by me duly sworn did depose and say
that he is an authorized officer of said limited liability company, that the said instrument was signed on
behalf of said limited liability company as authorized by its [managers] and that he acknowledged said
instrument to be the free act and deed of said limited liability company.

Tara B. Burke
Notary Public



Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: Megan Kane
Name: Megan Kane
Title: Director

By: [Signature]
Name: **CAROL FLATON**
Title: **MANAGING DIRECTOR**

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

None

B. U.S. TRADEMARK APPLICATIONS

Trademark Name	Application No.	Date
SWEET SIMPLICITY	78/806272	02/03/2006
SWEET SIMPLICITY	78/806282	02/03/2006

C. TRADEMARK LICENSES

None