

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merisant Company		06/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, 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: 31

Property Type	Number	Word Mark
Serial Number:	78602058	ADD SOME FLAVOR TO YOUR DAY
Registration Number:	1217173	CANDEREL
Registration Number:	1158683	EQUAL
Registration Number:	1318800	EQUAL
Registration Number:	2012219	EQUAL
Serial Number:	78760091	EQUAL
Serial Number:	78773446	EQUAL
Serial Number:	76365954	EQUAL
Serial Number:	78748138	EQUAL
Serial Number:	78563041	EQUAL
Serial Number:	78563035	
Serial Number:	78588826	EQUAL FLAVOR STICKS
Serial Number:	78816285	EQUAL
Serial Number:	78563040	EQUAL

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Serial Number:	78400178	EQUAL SUGAR LITE
Registration Number:	3042529	EQUAL. THE ONE THEY WANT
Serial Number:	78588846	FLAVOR STICKS
Serial Number:	78602070	LIFE SHOULD HAVE MORE FLAVOR
Serial Number:	78355473	LIKE SUGAR, ONLY BETTER
Registration Number:	2967446	M
Registration Number:	2987670	MERISANT
Registration Number:	1933895	SAME
Serial Number:	78518406	SEQUAL
Serial Number:	78518402	SEQUEL
Registration Number:	1794061	SPOONFUL
Registration Number:	3051841	SUGAR LITE
Registration Number:	2476159	SWEETLIVING
Registration Number:	2068819	SWEETMATE
Serial Number:	78574911	THE TASTE OF THINGS TO COME
Registration Number:	1734171	
Registration Number:	1504461	=

CORRESPONDENCE DATA

Fax Number: (214)200-0853
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-651-5170
Email: ipdocketing@haynesboone.com
Correspondent Name: Haynes and Boone, LLP
Address Line 1: 901 Main Street
Address Line 2: Suite 3100
Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:	32325.45
NAME OF SUBMITTER:	Carol Finn
Signature:	/carol finn/
Date:	06/28/2006

Total Attachments: 6
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "*Amendment*"), dated as of June 23, 2006 by MERISANT COMPANY, a Delaware corporation ("*Grantor*"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("*Secured Party*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, Grantor, as borrower, Administrative Agent, and certain lenders entered into that certain Credit Agreement dated as of July 11, 2003 (the "*Original Credit Agreement*"), as amended by that certain First Amendment dated as of July 2, 2004, that certain Second Amendment dated as of October 20, 2004, that certain Third Amendment dated as of March 11, 2005, and that certain Limited Waiver and Fourth Amendment dated as of March 29, 2006 (as so amended, the "*Existing Credit Agreement*");

WHEREAS, in connection with the Original Credit Agreement, Grantor, Secured Party, and the other parties thereto entered into that certain Security Agreement dated as of July 11, 2003 (the "*Existing Security Agreement*");

WHEREAS, in connection with the Existing Security Agreement, Grantor and Secured Party entered into that certain Trademark Security Agreement dated as of July 11, 2003, recorded in the United States Patent and Trademark Office on June 29, 2003, at Reel/Frame 2796.0001 (the "*Trademark Security Agreement*");

WHEREAS, Grantor, Administrative Agent, and certain lenders have entered into that certain Fifth Amendment to Credit Agreement dated of even date herewith (the "*Fifth Amendment*"); the Existing Credit Agreement as amended by the Fifth Amendment, and as the same may be further amended, restated, or otherwise modified from time to time, the "*Credit Agreement*";

WHEREAS, in connection with the Fifth Amendment, Grantor, Secured Party, and the other parties thereto have agreed to amend and restate the Existing Security Agreement (the Existing Security Agreement, as so amended and restated, and as the same may be further amended, restated, or otherwise modified from time to time, the "*Amended and Restated Security Agreement*"); and

WHEREAS, in connection with such amendment and restatement, Grantor and Secured Party have agreed to amend the Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Fifth Amendment and the Amended and Restated Security Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to Grantor under the Credit Agreement, 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 Amended and Restated Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Amended and Restated Security Agreement.

Section 2 Amendments to Trademark Security Agreement. The Trademark Security Agreement is hereby amended as follows:

(a) All references in the Trademark Security Agreement to the "*Security Agreement*" shall be deemed to refer to the Amended and Restated Security Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

(b) *Schedule I* to the Trademark Security Agreement is hereby replaced by *Schedule I* attached hereto.

Section 3 Affirmation. Grantor ratifies and confirms that, except as expressly amended herein, the Trademark Security Agreement shall remain in full force and effect and shall not be released, diminished, impaired, reduced, or otherwise adversely affected, and all of the obligations of Grantor thereunder are hereby ratified and confirmed, and all Liens granted, conveyed, or assigned to Secured Party thereunder remain in full force and effect and are not released or reduced and continue to secure full payment and performance of the Secured Obligations.

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Signature Pages Follow*

GRANTOR:

MERISANT COMPANY

By: *A. J. Nocchiero*
Name: Anthony J. Nocchiero
Title: Chief Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

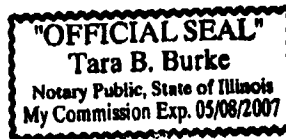
STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this ___ day of June, 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 Merisant Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Tara B. Burke
Notary Public



Signature Page to First Amendment to
Trademark Security Agreement
(Merisant Company)

TRADEMARK
REEL: 003340 FRAME: 0111

ACCEPTED AND AGREED:

CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent

By: Megan Kane
Name: MEGAN KANE
Title: DIRECTOR

By: Didier Siffer
Name: Didier Siffer
Title: Director

Signature Page to First Amendment to
Trademark Security Agreement
(Merisant Company)

TRADEMARK
REEL: 003340 FRAME: 0112

Schedule I

Trademark Registrations and Applications

The following trademarks are owned by Merisant Company and licensed to Merisant US, Inc.:

Trademark Name	Application No.	Reg. No.	Country
ADD SOME FLAVOR TO YOUR DAY*	78/602058		United States
CANDEREL	294769	1217173	United States
EQUAL	73/236309	1158683	United States
EQUAL	73/464357	1318800	United States
EQUAL	74/461225	2012219	United States
EQUAL*	78/760091		United States
EQUAL*	78/773446		United States
EQUAL	76/365954		United States
EQUAL	78/748138		United States
EQUAL Device*	78/563041		United States
EQUAL Device*	78/563035		United States
EQUAL FLAVOR STICKS*	78/588826		United States
EQUAL LOGO WITH ARRAY OF COLORED DOTS*	78/816285		United States
EQUAL SIGN DESIGN	73/694935	1504461	United States
EQUAL Stylized*	78/563040		United States
EQUAL SUGAR LITE (ABANDONED)	78/400178		United States
EQUAL. THE ONE THEY WANT*	78/309772	3042529	United States
FLAVOR STICKS*	78/588846		United States
LIFE SHOULD HAVE MORE FLAVOR*	78/602070		United States
LIKE SUGAR, ONLY BETTER (ABANDONED)	78/355473		United States
M AND DESIGN*	78/234765	2967446	United States
MERISANT*	76/087840	2987670	United States
SAME	74/464711	1933895	United States
SEQUAL*	78/518406		United States
SEQUEL*	78/518402		United States
SPOONFUL	74/250329	1794061	United States
SUGAR LITE*	78/400191	3051841	United States
SWEETLIVING	75/528362	2476159	United States
SWEETMATE	75/035641	2068819	United States
THE TASTE OF THINGS TO COME*	78/574911		United States
TRIGGER PACK DESIGN	74/206869	1734171	United States

*This trademark is not licensed to Merisant US, Inc.

Schedule I to First Amendment to
Trademark Security Agreement
(Merisant Company)

TRADEMARK
REEL: 003340 FRAME: 0113

Trademark Licenses

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	The NutraSweet Company (Licensor) and Tabletop Acquisitions Corp. n/a/ Merisant Company (Licensee)	March 17, 2000
Trademark License Agreement	Merisant Company (Licensor) and Merisant US, Inc. (Licensee)	March 17, 2000
License Agreement	Merisant Company (Licensor) and Merisant Sweetener (Philippines), Inc. (Licensee)	March 27, 2001
Use of Equal Trademark as Secondary Brand Trademark License Agreement	Merisant Company (Licensor) and Schwan's Bakery, Inc. (Licensee)	April 26, 2006

Under the terms of the NutraSweet/Tabletop Acquisitions Corp. Trademark License Agreement, Merisant Company is a licensee of the following trademark registrations which are in turn sublicensed to Merisant US, Inc.

Trademark Name	Application No.	Reg. No.	Country
NUTRASWEET		1,336,188	United States
NUTRASWEET		1,369,877	United States
NUTRASWEET		1,262,746	United States
NUTRASWEET AND SWIRL DESIGN		1,325,241	United States
NUTRASWEET GRANULAR		1,562,874	United States
NUTRASWEET LOGO UNIT		1,440,365	United States
NUTRASWEET SCRIPT		1,358,678	United States
SWIRL DESIGN		1,366,139	United States
SWIRL DESIGN (RED AND WHITE)		1,353,525	United States
NutraSweet 2 Brand Sweetener & Swirl Design	75/232251		United States
NutraSweet 2 Brand Sweetener & Swirl Design	75/183984		United States
SWEETEN WITH THE SWIRL	Dispatched		United States

Schedule I to First Amendment to
Trademark Security Agreement
(Merisant Company)