

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|---------------------------------------|-------------------|--------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sucra Sweetener Company, Inc. | | 10/09/2009 | CORPORATION: PUERTO RICO |
| RECEIVING PARTY DATA | | | |
| Name: | Banco Popular de Puerto Rico | | |
| Street Address: | 209 Munoz Rivera Avenue | | |
| City: | San Juan | | |
| State/Country: | PUERTO RICO | | |
| Postal Code: | 00918 | | |
| Entity Type: | CORPORATION: PUERTO RICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3142539 | SUCRA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (787)754-4234 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Email: | mlao@bppr.com | | |
| Correspondent Name: | Banco Popular de PR Corporate Banking | | |
| Address Line 1: | 209 Munoz Rivera Avenue | | |
| Address Line 4: | San Juan, PUERTO RICO 00918 | | |
| NAME OF SUBMITTER: | Waldemar V. Rodriguez | | |
| Signature: | /Waldemar V. Rodriguez/ | | |
| Date: | 11/05/2009 | | |

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as such agreement may be amended, supplemented or otherwise modified from time to time, the "Agreement") made as of October 9, 2009, by and between **SUCRA SWEETENER COMPANY, INC.**, a corporation organized under the laws of the Commonwealth of Puerto Rico (the "Assignor"), with principal offices in San Juan, Puerto Rico, and **BANCO POPULAR DE PUERTO RICO** a corporation organized under the laws of the Commonwealth of Puerto Rico, (the "Bank"), with principal offices at Popular Center Building, Hato Rey, San Juan, Puerto Rico.

RECITALS

WHEREAS, Assignor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefore described in Exhibit 1 hereto and made part hereof; and

WHEREAS, Bank and Venrod Trading Company (the "Borrower") have entered into financing arrangements pursuant to which Bank made a loan to Borrower as set forth in the Credit Agreement, dated November 30th, 2007, as amended by Amendment No. 1 to Credit Agreement and Related Documents (the "Credit Agreement");

NOW, THEREFORE, in consideration of the premises and in order to guaranty to the Bank all loans and other financial accommodations authorized or to be authorized by the Bank to the Borrower, under the Credit Agreement and under any other agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. **DEFINED TERMS.**

(a) Unless otherwise defined herein, the capitalized terms used herein, which are defined in the Credit Agreement shall have the meanings specified in the Credit 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 section references are to sections in this Agreement unless otherwise specified.

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

2. **GRANT OF SECURITY INTEREST.**

As collateral for the prompt performance, observance and indefeasible payment in full of all of the Obligations of the Borrower (as hereinafter defined), Assignor hereby grants to Bank a continuing security interest in and a general lien upon, and a conditional assignment of,

the following (being collectively referred to herein as the "Collateral"): (a) all of Assignor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Assignor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States or any State, territory or possession, or in any other place, nation or jurisdiction anywhere in the world thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit 1 hereto, together with all rights and privileges arising under applicable law with respect to Assignor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (ii) all prints and labels on which such Trademarks, trade names, trade styles, and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and (iii) all of Assignor's patents and applications therefore issued by or pending in the USPTO or any other similar office or agency of any other country including all the patents and applications therefore described in Exhibit 1 (all the foregoing being collectively referred to herein as the "Patents"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection with the Patents or Trademarks of the Patents and/or the Trademarks; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all proceeds of any of the foregoing including, without limitation, damages and payments or claims by Assignor against third parties for past or future infringement of the Patents and/or Trademarks.

3. **OBLIGATIONS SECURED.**

The security interest, lien and other interests granted to Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Bank and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Credit Agreement or under any other agreement with the Bank, or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by the Bank (all of the foregoing being collectively referred to herein as the "Obligations").

4. **RESTRICTIONS ON FUTURE AGREEMENTS.**

The Assignor agrees that until all the Obligations of the Borrower have been satisfied in full, the Credit Agreement shall have been terminated, the Assignor will not, without the Bank's prior written consent, abandon any Trademark, except as would not have a Material Adverse Effect, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark), which is inconsistent with the Assignor's obligations under this Agreement, and the Assignor further agrees that it will take not take any action, or permit any action to be taken by any other Persons to the extent that such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to the Bank under this Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

5. **NEW TRADEMARKS.**

The Assignor represents and warrants that the Trademarks and Licenses listed on Exhibit 1 constitute all of the significant trademarks, applications, trade names, service marks, service mark registrations and trademark registrations now owned and material license agreements entered into by the Assignor.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Assignor hereby represents, warrants and covenants with and to Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Assignor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Assignor shall, at Assignor's expense, perform all acts and execute all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks a registered trademarks and to maintain the existence of all the Collateral as valid and subsisting including, without limitation, the filing of any renewal affidavits and applications and the timely prosecution of all pending applications and timely payment of maintenance fees and/or annuities. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, and (ii) the licenses permitted under Section 6(e) below.

(c) Assignor shall not assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of the Bank. Nothing in this Agreement shall be deemed a consent by the Bank to any such action, except as such action is expressly permitted hereunder.

(d) Assignor shall, at Borrower's expense, promptly perform all acts and execute all documents requested at any time by the Bank to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or

to otherwise further the provisions of this Agreement. Assignor hereby authorizes the Bank to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by the Bank or as otherwise determined by the Bank. Assignor further authorizes the Bank to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Assignor does not have any issued Patents or pending applications or Trademarks registered, or subject to pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit 1 hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit 1 hereto.

(f) Assignor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Bank five (5) originals of a Special Power of Attorney in the form of Exhibit 2 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Bank's exercise of the rights and remedies granted to the Bank hereunder.

(g) The Bank may, in its discretion, pay any amount or do any act which Assignor fails to pay or do as required hereunder or as requested by the Bank to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Assignor shall be liable to the Bank for any such payment, which payment shall be deemed an advance by the Bank to Assignor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) Assignor shall not file any application for letters patent or for the registration of a Trademark with the USPTO or any similar office or agency in the United States, unless Assignor has given the Bank fifteen (15) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any issued patent or registered trademark or trade name or apply for any such patent or registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or application of patent or trademark registration or application for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 2 hereof shall automatically apply thereto. Upon the request of the Bank, Assignor shall promptly execute and deliver to the Bank any and all assignments, agreements, instruments, documents and such other papers as may be requested by the Bank to evidence the security interest in and conditional assignment of such Patents or Trademark in favor of the Bank.

(i) Assignor has not abandoned any of the Patents or Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Patents or Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Assignor shall notify the Bank immediately if it knows or has reason to know of any reason why any application,

registration, or recording with respect to the Patents or Trademarks may become abandoned, cancelled, invalidated, avoided, or avoidable.

(j) Assignor shall render any assistance, as the Bank shall determine is necessary, to the Bank in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents or Trademarks as Borrower's exclusive property and to protect the Bank's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Patents or Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to the Bank, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secure Party hereunder. Assignor shall promptly notify the Bank if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark or of any use of patented subject matter or subject matter claimed in any pending application of patent. If requested by the Bank, Assignor, at Borrower's expense, shall joint with the Bank in such action as the Bank, in the Bank's discretion, may deem advisable for the protection of the Bank's interest and to the Patents or Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Patents or Trademarks and Assignor hereby indemnifies and holds the Bank harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Assignor (or any affiliate or subsidiary thereof) in connection with any Patents or Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Assignor shall promptly pay the Bank for any and all expenditures made by the Bank pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Credit Agreements and shall be part of the Obligations secured hereby.

7. **EVENTS OF DEFAULT.**

All obligations shall become immediately due and payable, without notice or demand, at the option of the Bank, upon the occurrence of any Event of Default, as such term is defined in the Credit Agreement (each an "Event of Default" hereunder).

8. **TERM.**

The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each Trademarks and Licenses subject to this Agreement, or (ii) the payment in full of the Obligations, the termination of the commitments of the Lenders to extend credit under the Credit Agreement, the termination or expiration of all Letters of Credit and the termination of the Credit Agreement.

9. **BANK'S RIGHT TO INSPECT.**

The Bank shall have the right, at any time and from time to time, inspect the Assignor's collateral, books, records and operations related with the Collateral.

10. **RIGHTS AND REMEDIES.**

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Bank, whether provided under this Agreement, or the Credit Agreement, applicable law or otherwise, the Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) The Bank may require that neither Assignor nor any affiliate or subsidiary of Borrower make any use of the Patents or Trademarks or any marks similar thereto for any purpose whatsoever. The Bank may make use of any Patents or Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to the Bank by Assignor or any subsidiary or affiliate of Assignor or for such other reason as the Bank may determine.

(b) The Bank may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Bank shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States, its territories and possessions, and all foreign countries.

(c) The Bank may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Assignor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. The Bank shall have the power to buy the Collateral or any part thereof, and the Bank may, in its discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Assignor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms thereof, the Bank may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described in Section 6(f) hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Assignor agrees to pay the Bank on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Assignor agrees that the Bank has no obligation to preserve rights to the Patents or Trademarks against any other parties.

(e) The Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by the Bank. Thereafter, the Bank may apply any remaining proceeds to such of the Obligations as the Bank may in its discretion determine. Borrower shall remain liable to the Bank for any of the Obligations remaining unpaid after the application of such proceeds, and then applicable to the Obligations set forth in the Credit Agreement.

11. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Puerto Rico (without giving effect to principles of conflicts law).

(b) Assignor and the Bank irrevocably consent and submit to the non-exclusive jurisdiction of the Puerto Rico Court of First Instance San Juan Division and the United States District Court for the District of Puerto Rico and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or Credit Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or Credit Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Bank shall have the right to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction which the Bank deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Assignor or its property).

(c) Assignor hereby waives personal service of any and all process upon them and consents that all such service of process may be made by certified mail (return receipt requested) directed to their address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the Bank's option, by service upon Assignor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Assignor shall appear in answer to such process, failing which Borrower shall be deemed in default and

judgment may be entered by the Bank against Assignor for the amount of the claim and other relief requested.

(d) ASSIGNOR AND THE BANK EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. ASSIGNOR AND THE BANK EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT JURY AND THAT BORROWER OR THE BANK MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) The Bank shall not have any liability to Assignor (whether in tort, contract, equity or otherwise) for losses suffered by Assignor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on the Bank, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, the Bank shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement or under any agreement with the Bank.

12. **BINDING EFFECTS; BENEFITS.**

This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, the Issuing Banks, the Arranger and the Syndication Agents. The Assignor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Assignor.

13. **AMENDMENTS.**

No amendment or waiver of any provision of this Agreement nor consent to any departure by the Assignor herefrom shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. **MISCELLANEOUS.**

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by

telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Assignor, at its address at:

Sucra Sweetener Company, Inc.
Street 4 Bldg. B
Mercado Central, Puerto Nuevo
San Juan, Puerto Rico 00922

Attention: Mr. Waldemar V. Rodríguez Santiago

Fax No.: (787) 792-1664

If to the Bank, at its address at:

Banco Popular de Puerto Rico
Corporate Banking Division
209 Muñoz Rivera Avenue
Popular Center Building
Sixth Floor
Hato Rey, Puerto Rico 00918


Attention: Manager

Fax Number: (787) 754-4234

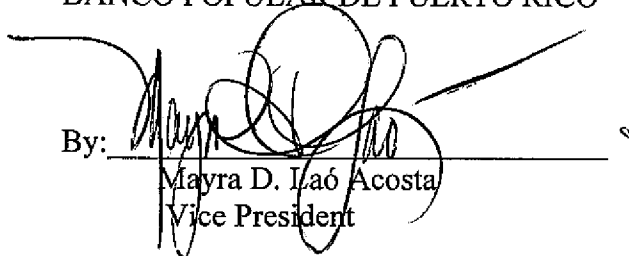
(b) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only so such extent as shall be permitted by applicable law.

IN WITNESS WHEREOF, Assignor and the Bank have executed this Agreement as of the day and year first above written.

SUCRA SWEETENER COMPANY, INC.

By: 
Waldemar Ventura Rodríguez Santiago
President

BANCO POPULAR DE PUERTO RICO

By: 
Mayra D. Laó Acosta
Vice President

Affidavit No. 1,097

Acknowledged and subscribed to before me by Waldemar Ventura Rodríguez Santiago, of legal age, married, an executive, and a resident of San Juan, Puerto Rico, in his capacity as President of **SUCRA SWEETENER COMPANY, INC.**; and by Mayra D. Laó Acosta, of legal age, married, a banker, and a resident of Guaynabo, Puerto Rico, in her capacity as Vice President of **BANCO POPULAR DE PUERTO RICO**, all of whom I personally know, in San Juan, Puerto Rico, this 9th day of October, 2009



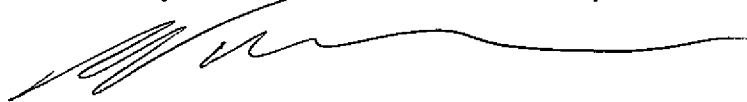

NOTARY PUBLIC

SUCRA SWEETENER COMPANY, INC.
Written Consent of the Sole Shareholder and Director

The undersigned, being the sole shareholder and director of SUCRA SWEETENER COMPANY, INC. (the "Company"), a corporation organized under the Laws of Commonwealth of Puerto Rico, does hereby state, adopt and approve the following actions by this written consent in lieu of meeting.

BE IT FURTHER RESOLVED, that WALDEMAR VENTURA RODRÍGUEZ SANTIAGO as President of the Company, is hereby authorized and empowered on behalf of the Corporation to: (a) execute a certain Trademark Security Agreement dated October 9, 2009, to be entered into by and between the Company and Banco Popular of Puerto Rico (the "Bank"); and (b) do and perform all other acts and things deemed by such officer to be necessary, convenient or proper to carry out any of the foregoing, including the execution of any related documents requested by the Bank.

IN WITNESS WHEREOF, the sole shareholder and director of the Company has signed this Action by Written Consent as of the 9th day of October, 2009.



WALDEMAR VENTURA RODRÍGUEZ SANTIAGO
Sole Shareholder and Director

Affidavit No. 1,096

Acknowledged and subscribed to before me by Waldemar Ventura Rodríguez Santiago, of legal age, married, an executive, and a resident of San Juan, Puerto Rico, in his capacity as shareholder and director of SUCRA SWEETENER COMPANY, INC., whom I personally know, in San Juan, Puerto Rico, this 9th day of October, 2009



NOTARY PUBLIC

Exhibit 1

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



A handwritten signature in black ink, reading 'Jon W. I. Dudas'.

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 004091 FRAME: 0484

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 3,142,531

Registered Sep. 12, 200

**TRADEMARK
PRINCIPAL REGISTER**

SUCRA

NUTRIBEST CORPORATION (PUERTO RICO
CORPORATION)
1138 AVE. ROOSEVELT
SAN JUAN, PUERTO RICO 00920

FIRST USE 9-2-2005; IN COMMERCE 9-2-2005.

SN 76-509,676, FILED 4-28-2003.

FOR: LOW-CALORIE TABLE TOP SWEETENER,
IN CLASS 30 (U.S. CL. 46).

RICHARD A. STRASER, EXAMINING ATTORNEY



United States Patent and Trademark Office

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Typed Drawing

| | |
|---------------------------------|--|
| Word Mark | SUCRA |
| Goods and Services | IC 030. US 046. G & S: Low-calorie table top sweetener. FIRST USE: 20050902. FIRST USE IN COMMERCE: 20050902 |
| Mark Drawing Code | (1) TYPED DRAWING |
| Serial Number | 76509676 |
| Filing Date | April 28, 2003 |
| Current Filing Basis | 1A |
| Original Filing Basis | 1B |
| Published for Opposition | April 13, 2004 |
| Registration Number | 3142539 |
| Registration Date | September 12, 2006 |
| Owner | (REGISTRANT) Nutribest Corporation CORPORATION PUERTO RICO 1138 Ave. Roosevelt San Juan PUERTO RICO 00920 (LAST LISTED OWNER) SUCRA SWEETENER COMPANY INC. CORPORATION PUERTO RICO 1138 ROOSEVELT AVENUE ATT: WALDEMARK V. RODRIGUEZ SAN JUAN PUERTO RICO |
| Assignment Recorded | ASSIGNMENT RECORDED |
| Type of Mark | TRADEMARK |
| Register | PRINCIPAL |
| Live/Dead Indicator | LIVE |

| | | | | | | | | | |
|---------------------------|---------------------------|----------------------------|---------------------------|-----------------------------|---------------------------|---------------------|----------------------|---------------------------|---------------------------|
| TESS HOME | NEW USER | STRUCTURED | FREE FORM | BROWSE DICT | SEARCH OG | TOP | HELP | PREV LIST | CURR LIST |
| NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC | | | | | |

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