

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
American Sugar Holdings, Inc.		03/26/2010	CORPORATION: DELAWARE
American Sugar Refining, Inc.		03/26/2010	CORPORATION: DELAWARE
C&H Sugar Company, Inc.		03/26/2010	CORPORATION: DELAWARE
American Sweetener Corporation		03/26/2010	CORPORATION: DELAWARE
American Sugar Trucking, Inc.		03/26/2010	CORPORATION: DELAWARE
Redpath Sugar LTD.		03/26/2010	Canadian corporation: CANADA

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3667295	BROWNULATED
Registration Number:	3375277	CYPHA
Registration Number:	3440164	FROST & GLAZE
Registration Number:	2916536	MILLHOUSE
Registration Number:	3228753	PURE D'LITE
Registration Number:	3231341	DOMINO PURE D'LITE
Registration Number:	3003251	SUGAR STIX
Registration Number:	3334989	FLAVOR SHOOTERS

CH \$265.00 3667295

Registration Number:	3032094	C&H
Serial Number:	77875133	DOMINO BRANDS

CORRESPONDENCE DATA

Fax Number: (678)553-2602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	03/26/2010

Total Attachments: 9
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement") is made this 26th of March 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as April 20, 2007, by and among American Sugar Holdings, Inc. ("Parent"), American Sugar Refining, Inc. ("ASR"), C&H Sugar Company, Inc. ("C&H"), American Sweetener Corporation ("ASC"), American Sugar Trucking, Inc. ("AST") and Redpath Sugar Ltd. ("Redpath"; together with Parent, ASR, C&H, ASC and AST, each individually a "Borrower" and collectively, "Borrowers"), the financial institutions party thereto from time to time as lenders (the "Lenders"), the Administrative Agent and the other agents party thereto (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"), Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement or the Prior Loan Agreement, each of the Grantors previously executed and delivered to Administrative Agent, an agreement entitled "Trademark Security Agreement" (each individually and collectively, a "Trademark Security Agreement"); and

WHEREAS, the Lenders are willing to make (or continue to make) the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Financing Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent this Supplemental Trademark Security Agreement in connection with any Trademark Collateral acquired since the date it delivered its Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in such Grantor's original Trademark Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all

of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Supplemental Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with, and to supplement for the avoidance of doubt, the security interests granted to Administrative Agent previously pursuant to the Trademark Security Agreement and the Loan Agreement. Each 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 Trademark Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

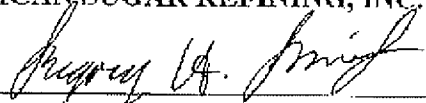
5. COUNTERPARTS. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Supplemental Trademark Security Agreement or any other Financing Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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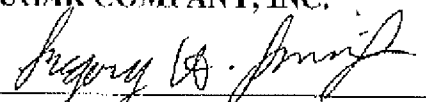
IN WITNESS WHEREOF, each Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

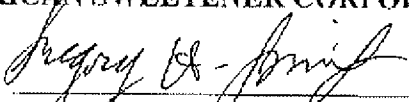
AMERICAN SUGAR REFINING, INC.

By: 
Name: Gregory H. Smith
Title: Sr. Vice President and
Chief Financial Officer

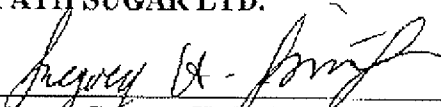
C&H SUGAR COMPANY, INC.

By: 
Name: Gregory H. Smith
Title: Sr. Vice President and
Chief Financial Officer

AMERICAN SWEETENER CORPORATION

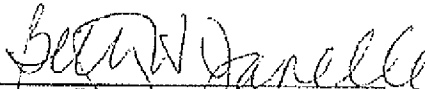
By: 
Name: Gregory H. Smith
Title: Sr. Vice President and
Chief Financial Officer

REDPATH SUGAR LTD.

By: 
Name: Gregory H. Smith
Title: Sr. Vice President and
Chief Financial Officer

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent

By: 
Name: Betty A. Janelle
Title: Executive Director

By: 
Name: Brett Delfino
Title: Executive Director

SCHEDULE I

to

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT



Trademark Registrations

Grantor: American Sugar Refining, Inc.:

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
U.S. TRADEMARKS:					
United States	BROWNULATED (Word Mark)	Class 30 -Sugar	77305023 10/16/2007	3667295 8/11/2009	Registered. Next renewal due August 11, 2019
United States	CYPHA	Class 1 – Chemical products for use as ingredients in the manufacture of foods, beverages, confectionary and flavors		3,375,277 1/28/2008	Next renewal due 1/28/2018
United States	FROST & GLAZE	Class 30– Sugar	77,292,913 10/01/2007	3,440,164 6/30/2008	Next Renewal due 6/3/2018
United States	MILLHOUSE	Class 30 -- Molasses	78/351641 1/14/2004	2916536 1/4/2005	Registered Affidavit 8&15 due between January 4, 2010 and January 4, 2011 Renewal due January 4, 2015
United States	PURE D'LITE	Class 30 -- Sweetener composition, namely, a blend of sugar and one or more artificial sweetener	78/641462 6/1/2005	3228753 4/10/2007	Registered Renewal due 4/10/2017

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
United States	DOMINO PURE D'LITE	Class 30 -- Sweetener composition, namely, a blend of sugar and one or more artificial sweetener	78/669701 7/13/2005	3231341 4/17/2007	Registered Renewal due 4/17/2017
United States	SUGAR STIX	Class 35 - Advertising services, namely promoting the goods and services of others by placing ads for others on sugar packets	76/535451 8/8/2003	3003251 10/4/2005	Registered Renewal due 10/4/2017
United States	FLAVOR SHOOTERS	Class 32 -- Powdered mixes used for making soft drinks	78/913022 6/21/2006	3334989 11/13/2007	Registered Renewal due 11/13/2017
FOREIGN TRADEMARKS:					
Mexico	CYPHA	Class-01 - Chemical products for use as ingredients in the manufacture of foods, beverages, confectionery and flavors	844815 3/26/2007	1000317 9/7/2007	Registered Next Renewal due 3/26/2017

Grantor: C&H Sugar Company, Inc.

COUNTRY / JUR.	Mark	GOODS	REGISTRATION DATE	REGISTRATION NO.	STATUS / NEXT RENEWAL
U.S. TRADEMARKS:					
United States	C&H 	Class 30 -- Sugar	12/20/2005	3,032,094	Next renewal due: 12/20/2015
FOREIGN TRADEMARKS:					
Mexico	C&H 	Class 30: Sugar, liquid sugar, honey, molasses, glucose for foods, caramels, chocolates, marzipan, coffee, flour for fool, tea, chewing gum, biscuits, ice creams and cakes	5/27/2005	883,409	Next renewal due: 5/27/2015
Mexico	C&H	Class 30: Sugar, liquid sugar, honey, molasses, glucose for foods, caramels, chocolates, marzipan, coffee, flour for fool, tea, chewing gum, biscuits, ice creams and cakes	6/21/2005	886,909	Next renewal due: 6/21/2015

Grantor: Redpath Sugar Ltd.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
Canada	C AND D P/D	Sugar	0158845 8/25/1932	TMDA55570 10/29/1932	10/29/2022

Trademark Applications

Grantor: American Sugar Refining, Inc.:

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
U.S. TRADEMARKS:					
United States	DOMINO BRANDS	Class 30 - Sugar	77/875133 11/18/2009		Filed
FOREIGN TRADEMARKS:					
Canada	Millhouse	Molasses (Class 30-)	1,203,326 1/14/2004		Pending. Extension of time to file Declaration of Use granted. Declaration of Use/ Extension Request due 7/14/07.
China	CYPHA	Class 01 – Chemical substances for foodstuff...	6135794 6/28/2007		Filed
China	CYPHA (in Chinese)	Class 01 – Chemical Substances for foodstuff...	6189132 7/27/2007		Filed

Trademark License

- (a) Intellectual Property of the Borrowers licensed to others:

American Refining Sugar, Inc.

1. Trademark License Agreement between American Sugar Refining, Inc. and Ingenio San Nicolas, S.A. de C.V. and Domino Comercio, S.A. de C.V. [verbal agreement to be documented].

C & H Sugar Company, Inc.

1. Distribution and Trademark License Agreement between C&H Sugar Company, Inc. and Sugar Foods Corporation, dated August 25, 1992, as amended on July 24, 1995 and December 9, 1997.

- (b) License Agreements granted to the Borrowers for use of Intellectual Property of others:

1. All software used by American Sugar Holdings, Inc., American Sugar Refining, Inc., C&H Sugar Company, Inc. American Sweetener Corporation and Redpath Sugar Ltd.