

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 Sweetener Corporation		03/26/2010	CORPORATION: DELAWARE

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: 13

Property Type	Number	Word Mark
Registration Number:	0656182	112
Registration Number:	0627105	CANE BRAKE SYRUP
Registration Number:	1024792	DRI-FLO
Registration Number:	0701480	DRI-FOND
Registration Number:	0823016	DRIFOND
Registration Number:	1878803	HOME MAID
Registration Number:	1253898	MALTOLINE
Registration Number:	3153836	MATE 'N MATCH
Registration Number:	0810229	MOLA TAB
Registration Number:	0810086	MOLA TAB
Registration Number:	0797557	NULOFOND
Registration Number:	2516904	NULOMOLINE
Registration Number:	0277569	TRICOL

TRADEMARK

900158352

REEL: 004176 FRAME: 0330

CH \$340.00 0656182

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:	03/30/2010

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 26, 2010, by and between American Sweetener Corporation, a Delaware corporation ("Debtor"), and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch (the "Agent"), as collateral agent and administrative agent for itself and the Lenders (as defined below).

WITNESSETH:

WHEREAS, Debtor, American Sugar Holdings, Inc., a Delaware corporation ("Parent"), American Sugar Refining, Inc., a Delaware corporation ("ASR"), C&H Sugar Company, Inc., a Delaware corporation ("C&H"), American Sugar Trucking, Inc., a Delaware corporation ("AST"), Redpath Sugar Ltd., a Canadian corporation ("Redpath"; together with Parent, Debtor, ASR, C&H, and AST, collectively, the "Borrowers"), the financial institutions signatory thereto as "Lenders" (each individually, a "Lender" and collectively, the "Lenders"), the other agents party thereto and Agent are parties to that certain Amended and Restated Loan and Security Agreement dated as of April 20, 2007, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of June 23, 2007, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of January 10, 2008, and that certain Third Amendment and Joinder to Amended and Restated Loan and Security Agreement ("Third Amendment") dated as of March 26, 2010 (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 the effectiveness 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 I 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.

(a) 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 26 day of
March, 2010.

AMERICAN SWEETENER CORPORATION

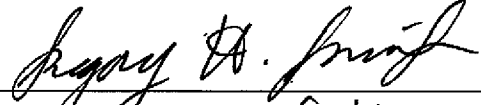


NOTARY PUBLIC

My Commission Expires:

ROBERT M. JANDOVITZ
Notary Public, State of New York
No. 01JA6063608
Qualified in Nassau County
Commission Expires Sept. 04, 20 13

By:
Name:
Its:



Gregory A. Smith
Senior Vice Pres.

[Signatures continue on the next page.]

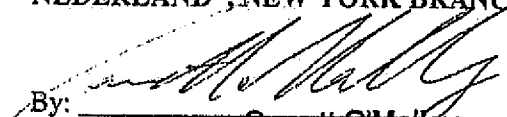
[Signatures continue from previous page.]


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


Sworn to and subscribed
before me this 29 day of
March, 2010.

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

NOTARY PUBLIC
My Commission Expires:

By: 
Name: Garrett O'Malley
Title: Executive Director


NOTARY PUBLIC
My Commission Expires:

By: 
Name: Brett Delfino
Title: Executive Director

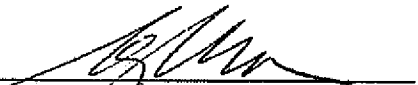
JOCELYNE LALLEMAND
Notary Public, State of New York
No. 01LA6165644
Qualified in Rockland County
Certificate Filed in New York County
My Commission Expires May 14, 2011

[Signatures continue from previous page.]

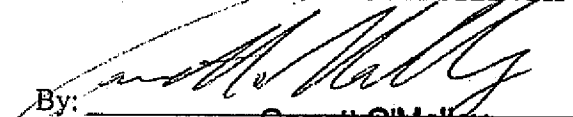
Accepted and agreed to as of the
day and year first above written:

Sworn to and subscribed
before me this 29 day of
March, 2010.

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



NOTARY PUBLIC
My Commission Expires:
Notary Public, Cherokee County, Georgia
My Commission Expires May 8, 2010

By: 

Name: **Garrett O'Malley**
Title: **Executive Director**

NOTARY PUBLIC
My Commission Expires:

By: _____
Name:
Title:


SCHEDULE I


to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor: American Sweetener Corporation

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
US	112	Class 30 – Molasses	71/699045 11/26/1955	656,182 12/24/1957	12/24/2017
US	CANE BRAKE SYRUP CANE BRAKE SYRUP	Class 30 – Sugar cane Syrup	71/633833 8/13/1952	627,105	5/15/2016
US	DRI-FLO and Design 	Class 30 – Dried invert sugar and dried molasses products for use in food products and in the manufacture of pet and animal feeds	73/029027 8/9/1974	1,024,792 11/11/1975	11/11/2015
US	DRI-FOND	Class 30 – Dry sugar product – namely, pre-cooked fondant	72/081377 9/15/1959	701,480 7/16/1960	7/19/2020
US	DRI-FOND and Design	Class 30 – Dry sugar product-namely a precooked fondant	72/234311 12/9/1965	823,016 1/24/1967	1/24/2017
US	HOME MAID	Class 30 – Molasses	74/507048 3/30/1994	1,878,803 2/14/1995	2/15/2015
US	MALTOLINE	Class 30 – Natural Malt flavor	0486924 5/14/1982	1,253,898 10/11/1983	10/11/2013
Canada	MALTOLINE	Food preparations, namely syrup and powders containing malt extract	0486924 5/14/1982	TMA316,244 7/11/1986	7/11/2016

US	MATE N' MATCH	Class 30 – liquid of sugar and honey for use in honey-flavored products	78/745632 11/2/2005	3153836 10/10/2006	10/10/2016
US	MOLA TAB	Class 30 – Dry binding agent for direct compression of confections and wafers	72/227081 9/2/1965	810,229 6/21/1966	6/21/2016
US	MOLA TAB	Class 30 – Dry free flowing granular product containing molasses and flour for use as a vinding agent, in the manfture of pharmaceutical preparations	72/25213 8/6/1965	810,086 6/21/1966	6/21/2016
US	NULOFOND	Class 30 – Prepared sugar product consisting of mono-and polysaccharides used for food purposes	72/204415 10/20/1965	797,557 10/12/1965	10/12/2015
UK	NULOFOND	Class 30 – Sugar products for use in the preparation and manufacture of bakery and non-medicated confectionery.	10/7/66	900190 10/7/1966	10/7/2011
US	NULOMOLINE and Design  NULOMOLINE	Class 30 – Sugar, sugar syrup, invert sugar and liquid sugar	76/107376 8/10/2000	2,516,904 12/11/2001	12/11/2011
UK	NULOMOLINE THE HONEY OF SUGAR	Class 30 – Cane Sugar products	7/24/17	B379,066 7/24/2017	7/24/2011
Canada	SUCROVERT	Class 30 - Improved, standardized liquid invertase used as a stabilizer in the manufacture of confectionery products	0317857 11/22/1968	TMA164,721 8/15/1969	8/15/2014
US	TRICOL	Class 30 – Molasses	71/302802 6/25/1930	277,569 11/18/1930	11/18/2020

Trademark License

American Sweetener Corporation

- (a) Intellectual Property of American Sweetener Corporation licensed to others:
 - 1. License Agreement between Sucrest Corporation and Liquid Sugars, Incorporated dated June 25, 1973 and amended August 7, 1978 and April 1, 1993.

- (b) License Agreements granted to American Sweetener Corporation for use of Intellectual Property of others:
 - 1. All software used by American Sweetener Corporation.
 - 2. Agreement dated October 29, 1999, among Chr. Hansen, Inc., Innovative Sweeteners, Inc. and James R. Morano, Ph.D.
 - 3. Letter Agreement dated March 31, 1993, among Compton & Knowles Corporation, Suzanne's Specialties, Inc. and Innovative Sweeteners, Inc.