

**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 Refining, Inc.		09/30/2010	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 Cooperative: NETHERLANDS

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	1154118	AMERFOND
Registration Number:	0771213	BROWNULATED
Registration Number:	0809641	DI-PAC
Registration Number:	3667295	BROWNULATED
Registration Number:	3375277	CYPHA
Registration Number:	1076100	DOMINADE
Registration Number:	1280877	DOMINO
Registration Number:	1191810	DOMINO
Registration Number:	2007581	DOMINO
Registration Number:	2047395	DOMINO
Registration Number:	0073099	DOMINO
Serial Number:	77875133	DOMINO BRANDS
Registration Number:	0146064	DOTS

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Registration Number:	0911602	EAGLE
Registration Number:	2025312	ENVISION
Registration Number:	1080545	FRESHVERT
Registration Number:	0033743	
Registration Number:	3440164	FROST & GLAZE
Registration Number:	1461188	PURE SWEET
Registration Number:	1552155	QWIK-FLO
Registration Number:	1270949	SET & MATCH
Registration Number:	1310327	SUNNY CANE
Registration Number:	1310326	SUNNY CANE
Registration Number:	2693831	CANDY - PAC
Registration Number:	2783911	DOMINOLAND
Registration Number:	2717484	DOMINO
Registration Number:	1254690	
Registration Number:	1254691	COUNTRY CANE
Registration Number:	0322756	JACK FROST SUGAR 100% PURE CANE
Registration Number:	0866914	JACK FROST
Registration Number:	0937705	JACK FROST
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

**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:	09/30/2010

**Total Attachments: 27**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th of September, 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 for the Secured Parties (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of September 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among American Sugar Holdings, Inc., a Delaware corporation ("Parent"), American Sugar Refining, Inc., a Delaware corporation ("ASR"), Redpath Sugar Ltd., a corporation existing under the Canada Business Corporations Act ("Redpath"), European Sugar Holdings S.à r.l., a Luxembourg limited liability company ("ESH"), T&L Sugars Limited, a limited company formed under the laws of England and Wales (the "UK Subsidiary"; together with Parent, ASR, Redpath and ESH, each a "Borrower" and collectively, the "Borrowers"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), Administrative Agent, and the other agents party thereto, the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement (Domestic) dated as of September 30, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this 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 the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Encumbrances) 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 such Grantor's Trademarks and, except to the extent specifically excluded from the defined term "Collateral" pursuant to the Security Agreement, Trademark Intellectual Property Licenses to which it is a party including those 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 each Trademark Intellectual Property License; 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 any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, 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 Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This 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

Trademark Security Agreement or any other Loan Document 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

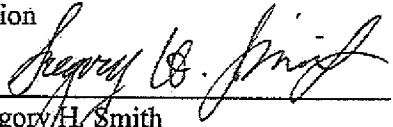
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

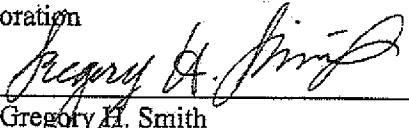
**AMERICAN SUGAR REFINING, INC.,** a  
Delaware corporation

By: \_\_\_\_\_

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

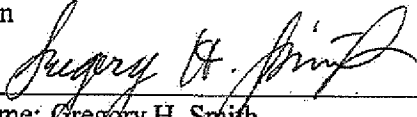
**AMERICAN SUGAR HOLDINGS, INC.,** a  
Delaware corporation

By: \_\_\_\_\_

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

**C&H SUGAR COMPANY, INC.,** a Delaware  
corporation

By: \_\_\_\_\_

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

**ACKNOWLEDGED AND  
AGREED:**

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

By: Betty Jangle  
Name: Betty Jangle  
Title: Executive Director

By: Brett Delfino  
Name: Brett Delfino  
Title: Executive Director



**SCHEDULE I**

to







**TRADEMARK SECURITY AGREEMENT**


Disclosure of the following trademarks does not infer that any or all of such trademarks are material to the business of the Grantor or all of the Grantors taken as a whole.




**Trademark Registrations/Applications**


American Sugar Refining, Inc.



COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/NEXT RENEWAL
1. United States	AMERFOND (Stylized)  <i>Amerfond</i>	Class 30 - Sugar.	73/239622  11/19/1979	1,154,118  5/12/1981	Registered.  Next renewal due 5/12/2011.
2. United States	BROWNULATED	Class 30 - Sugar.	72/174816  8/12/1963	771,213  6/9/1964	Registered.  Next renewal due 6/9/2014
3. United States	DI-PAC	Class 30 - Sugar.	72/225461  8/11/1965	809,641  6/7/1966	Registered.  Next renewal due 6/7/2016.
4. United States	BROWNULATED  (Word Mark)	Class 30 - Sugar	77305023  10/16/2007	3667295  8/11/2009	Registered.  Next renewal due August 11, 2019
5. United States	CYPHA	Class 1 - Chemical products for use as ingredients in the manufacture of foods, beverages, confectionary and flavors	77-167,701  4/27/2007	3,375,277  1/29/2008	Next renewal due  1/29/2018
6. United States	DOMINADE & Design	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored	73/118038	1,076,100	Registered.  Next renewal due

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
		drinks.	3/4/1977	10/25/1977	10/25/2017.
7. United States	DOMINO WITH OUT LINED LETTERS & FLOWER DESIGN  	Class 30 - Molasses.	73/427337  5/24/1983	1,280,877  6/5/1984	Registered.  Next renewal due 6/5/2014.
8. United States	DOMINO & FLOWER Design  	Class 32 - Dry syrup bases for making soft drinks and fruit-flavored drinks containing water.	73/215481  3/14/1979	1,191,810  3/9/1982	Registered.  Next renewal due 3/9/2012.
9. United States	DOMINO & STAR Design  	Class 29 - Non-dairy creamer.	74/636244  2/21/1995	2,007,581  10/15/1996	Registered.  Next renewal due 10/15/2016.  Affidavit under Sections 8 & 15 accepted 11/18/2002.
10. United States	DOMINO & STAR Design  	Class 30 - Flavored confectioners sugar.	75/046809  1/22/1996	2,047,395  3/25/1997	Registered.  Renewal due 3/25/2017.  Affidavit under Sections 8 & 15 accepted 5/14/03.
11. United States	DOMINO (Stylized)  	Class 30 - Hard sugar.	71/038424  11/2/1908	73,099  3/16/1909	Registered.  Next renewal due 3/16/2019.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
12.	DOMINO BRANDS	Class 30 - Sugar	77/875133  11/18/2009		Filed
13. United States	DOTS (Stylized)  <b>Dots</b>	Class 30 - Sugar for use as a food.	71/143975  2/24/1921	146,064  8/30/1930	Registered.  Next renewal due 8/30/2011.
14. United States	EAGLE	Class 30 - Sugar.	72/357937  4/27/1970	911,602  5/4/1971	Registered.  Next renewal due 5/4/2011.
15. United States	ENVISION	Class 30 - Sugar and sugar substitute product for use as a food flavor and texture modifier.	75/015546  11/6/1995	2,025,312  12/24/1996	Registered.  Next renewal due 12/24/2016. Affidavit under Sections 8 & 15 accepted 1/31/03.
16. United States	<b>FreshVert</b>	Class 30 - Plastic invert sugar.	73/122851  4/14/1977	1,080,545  12/27/1977	Registered.  Next renewal due 12/27/2017
17. United States	EAGLE DESIGN  	Class 30 - Sugar of commerce, not grape- sugar or glucose.	70/033743  10/4, 1899	033,743  11/14, 1899	Registered.  Next renewal due 11/14/2019.
18. United States	FROST & GLAZE	Class 30 - Sugar	77,292,913	3,440,164	Next Renewal due 6/3/2018

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
			10/01/2007	6/30/2008	
19. United States	PURE SWEET & Design 	Mixture of granulated pure cane sugar and dextrose.	73/613051  8/1/1986	1,461,188  10/13/1987	Registered.  Next renewal due 10/13/2017.
20. United States	QWIK-FLO	Class 30 - Molasses granules for use in the making of candy, bakery goods, and prepared foods for use in food manufacture and not for sale at retail.	73/738167  7/5/1988	1,552,155  8/15/1989	Registered.  Next renewal due 8/15/2019.
21. United States	SET MATCH & Design 	Class 30 - Icing sugar.	73/403471  11/22/1982	1,270,949  3/20/1984	Registered  Next renewal due 3/20/2014.
22. United States	SUNNY CANE	Class 30 - Sugar	73/444954  9/22/1983	1,310,327  12/18/1984	Registered  Next renewal due 12/18/2014.
23. United States	SUNNY CANE & Design 	Class 30 - Sugar	73/444917  9/22/1983	1,310,326  12/18/1984	Registered.  Next renewal due 12/18/2014.
24. United States	CANDY-PAC	Class 30 - Direct tableting sugar	76/112645  08/18/2000	2,693,831  3/4/2003	Registered. Next renewal due 3/04/2013.
25. United States	DOMINOLAND	Class 41 - Providing a web site containing information and interactive activities for	76/440872	2783911	Registered.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/NEXT RENEWAL
		children.	8/15/2002	11/08/2003	Renewal due 11/18/2013
26. United States	DOMINO (WORD MARK)	<p>Class 29 - Non-dairy creamer.</p> <p>Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co-crystallized sugar.</p> <p>Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.</p>	<p>76/440871</p> <p>8/15/2002</p>	<p>2,717,484</p> <p>5/20/2003</p>	Renewal due 5/20/2013.
27. United States	<p>DESIGN ONLY</p> 	Class 30 - granulated or other solid forms of cane sugar.	<p>73/365083</p> <p>5/17/1982</p>	<p>1,254,690</p> <p>10/18/1983</p>	Registered. Next renewal due 10/18/2013.
28. United States	COUNTRY CANE (word mark)	Class 30 - granulated or other solid forms of cane sugar.	<p>73/365084</p> <p>5/17/1982</p>	<p>1,254,691</p> <p>10/18/1983</p>	Registered. Next renewal due 10/18/2013.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
29. United States	JACK FROST SUGAR 100% PURE CANE & Design <b>JACK FROST SUGAR</b> 	Class 30 - Sugar.	71/358645  11/26/1934	322,756  03/19/1935	Registered.  Next renewal due 3/19/2015.  Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
30. United States	JACK FROST (word mark)	Class 30 - Sugar.	72/294403  03/28/68	866,914  03/18/69	Registered.  Next renewal due 3/18/2019.  Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.
31. United States	JACK FROST & Design  <b>JACK FROST</b>	Class 30 - Sugar	72/389037  04/13/71	937,705  07/11/92	Registered.  Next renewal due 7/11/2012.  Licensed to RSI by Traditional Quality Corp., owner, by agreement dated 9/1/1988, as assigned by Licensee to ASR by agreement dated 6/28/2002.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/NEXT RENEWAL
32. 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
33. 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
34. 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
35. 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 10/4/2015
36. 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

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
37. Australia	AMERFOND	Class 30 - Sugar.	711,221  6/24/1996	711,221  6/24/1996	Registered.  Next renewal due 6/24/2016.  Owner of record is ASR as of 9/25/02.
38. Australia	BROWNULATED	Class 30 - Sugar.	711,222  6/24/1996	711,222  6/24/1996	Registered.  Next renewal due 6/24/2016.  Owner of record is ASR as of 9/25/02.
39. Australia	DI-PAC (Stylized)  <b>Di • Pac</b>	Class 30 - Sugar in all forms including sugar for compacting into tablet form and for coating tablets.	A316,674  3/20/1978	A316,674  3/20/1978	Registered.  Next renewal due 3/20/2019.  Owner of record is ASR as of 9/25/02.
40. Australia	ENVISION	Class 30 - Sugar products for use as a food flavour and a texture modifier.	711,482  6/27/1996	711,482  6/27/1996	Registered.  Next renewal due 6/24/2016.  Owner of record is ASR as of 9/25/02.
41. Australia	QWIK-FLO	Class 30 - Granules of molasses, honey, raspberry, strawberry, apple and peanut butter each in combination with sugar for use in the making of candy, bakery goods and prepared foods for use s in manufacture and not for sale at retail.	711,223  6/24/1996	711,223  6/24/1996	Registered.  Next renewal due 6/27/2016.  Owner of record is ASR as of 9/25/02.



COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION No. / DATE	STATUS / NEXT RENEWAL
42. Australia	DOMINO	Class 30 - Sugar.	711,220  6/24/1996	711,220  6/24/1996	Registered.  Next renewal due 6/24/2016.  Owner of record is ASR as of 9/25/02.
43. Bahamas	DOMINO	Class 42 - Sugar.	XXX  3/1/1977	8639  3/1/1977	Registered.  Next renewal due 3/2/2019.  The name changes to American Sugar Refining, Inc. are of records as of June 5, 2003,.
44. Benelux	QWIK-FLO	Class 30 - Granules consisting in a combination of sugar (including molasses and honey) and aromatic preparations (including raspberry, apple and peanut butter) for use by others in the manufacture of candy, bakery goods and other food products included in this class and not for sale at retail.	888034  2/19/1997	616,815  2/19/1997	Registered.  Next renewal due 2/19/2017.  Owner of record is ASR as of 10/10/2002.
45. Benelux	CYPHA		XXX  6/2/1989	466.170  6/2/1989	Registered.  Next renewal due 6/2/2019.  Owner of Record is ASR as of 10/10/2002.


COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
46. Benelux	DOMINO (Stylized)  <b>Domino</b>	Class 30 - Sugar and syrups.  Class 32 - Syrup.	578653  12/30/1971	97,798  12/30/1971	Registered.  Next renewal due 12/30/2010.  Owner of Record is ASR as of 10/10/2002.
47. Bermuda	DOMINO	Class 30 - Sugar.		8343  11/10/1977	Registered.  Next renewal due 11/10/2012. Name change recorded as of March 11, 2003.
48. Brazil	DOMINO.	Class 29 - Non-dairy creamer.	825193702  1/6/2003		Pending.  Priority claim: U.S. application 76/440871 filed 8/15/2002.  Report of the translation and filing of the priority document filed 4/28/03. As of 9/5/03, await examination of the application. Considerable delays are normal for Brazil. As of 6/24/2005: Still waiting examination of the application.
49. Brazil	DOMINO	Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier,	825193710  1/6/2003		Pending.  Priority claim: U.S. application 76/440871 filed 8/15/2002.  Report of the translation and filing of the priority document filed 4/28/03. As of 9/5/03, await examination of the


COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
		molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co-crystallized sugar.			application.  Considerable delays are normal for Brazil. As of 6/24/2005: Still waiting examination of the application.
50. Brazil	DOMINO	Class 32 - Dry syrup bases for making soft drinks, fruit flavored drinks and tea-flavored drinks.	825193729  1/6/2003		Pending.  Priority claim: U.S. application 76/440871 filed 8/15/2002.  Report of the translation and filing of the priority document filed 4/28/03. As of 5/28/03, await examination of the application. Considerable delays are normal for Brazil. As of 6/24/2005: Still waiting examination of the application
51. Canada	DI-PAC (Stylized)  <b>Di • Pac</b>	Class 30 - Sugar.	403,431  10/22/1976	226,950  3/31/1978	Registered.  Next renewal due 3/31/2023.  Owner of record is ASR as of 10/28/02.
52. Canada	DOMINO	Class 30 - Sugar.	7259800  3/12/1930	TMDA0015770  3/12/1930	Registered.  Next renewal due 3/12/2021.  Owner of record is ASR as of 10/28/02.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/NEXT RENEWAL
53. Canada	Millhouse	Molasses (Class 30)	1,203,326  1/14/2004		Filed
54. China	CYPHA	Class 01 – Chemical substances for foodstuff...	6135794  6/28/2007		Filed
55. China	CYPHA  (in Chinese)	Class 01 – Chemical Substances for foodstuff...	6189132  7/27/2007		Filed
56. CTM - European Community	CANDY-PAC	Class 30 - Direct tableting sugar.	002093896  2/19/2001	002093896  707/2003	Registered.  Use by 1/7/2008.  Renewal due 2/19/2011.
57. CTM - European Community	DOMINO	Class 29 - Non-dairy creamer.  Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, confectioner's sugar, flavored confectioner's sugar, hard sugar, invert sugar, invert syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin.  Class 32 - Dry syrup bases for making soft	002853521  9/9/2002	2853521  9/12/2007	Registered  Next renewal due 9/9/2012



COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
		drinks, fruit flavored drinks and tea-flavored drinks.			
58. France	DOMINO QWIK-FLO	Combined sugar and flavored granules including molasses, honey, raspberry, strawberry, apple and peanut butter for use in making of candy, bakery goods and prepared foods for use by others in food manufacture and not for sale at retail in Class 30.	98/716,094  2/3/1998	98/716094  2/3/1998	Registered.  Next renewal due 2/28/2018.  Owner of record is ASR as of 3/31/03.
59. France	DOMINO (Stylized)  <b>Domino</b>	Class 30		1,295,480  1/10/1995	Registered.  Next renewal due 1/31/2015.  Owner of Record is RSI as of 3/31/03.
60. Germany	DI-PAC (Stylized)  <b>Di • Pac</b>	Class 30 - Sugar.	A 28 875/30 Wz  1/13/1977	963,151  9/26/1977	Registered  Next renewal 1/31/2017  Owner of record is ASR as of 11/15/02.
61. Germany	QWIK-FLO	Class 30 - Granules mainly consisting of sugar as well as flavorings including molasses, honey, raspberry, strawberry, apple and peanut butter for use in making of candy, bakery goods and prepared foods for use in the food industry.	397 07 605.3  2/21/1997	397 07 605  4/15/1997	Registered.  Next renewal due 2/28/2017.  Owner of record is ASR as of 11/15/02.

COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
62. Germany	DOMINO (Stylized)  <b>Domino</b>	Class 30 - Sugar and syrup.	1/14/1960	741,468  1/14/1960	Registered.  Next renewal due 1/31/2020.  Owner of record is ASR as of 11/15/02.
63. Guatemala	DOMINO	Class 46 - Hard sugar, syrup for use as food, and molasses.		15,356  9/18/1964	Registered.  Next renewal due 9/17/2014.  Owner of record is ASR as of 7/4/2003.
64. Israel	DOMINO	Class 30 - Sugar and syrup.		43,162  10/28/1976	Registered.  Next renewal due 10/28/2011.  Owner of record is ASR as of 11/9/02.
65. Japan	DI-PAC (Stylized)  <b>Di • Pac</b>	Class 30 - Direct compacting and tableting sugar.	43321/77  6/21/1977	1,434,061  9/29/1980	Registered.  Next renewal due 9/29/2010.  Owner of record is ASR as of 10/1/02.
66. 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


COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
67. Mexico	DOMINO & Flower Design  	Class 30 - Sugar.	82769  3/8/1990	429,352  3/8/1990	Registered.  Next renewal due 3/8/2020  Name change recording is pending.
68. Mexico	DOMINO	Class 30 - Sugar.	1071855  3/19/2010	1149602  3/19/2010	Next renewal due  3/3/2020
69. Netherlands Antilles	DOMINO	Class 30 - Sugar, sugar cubes, direct compacting sugar, direct tableting sugar, cinnamon sugar, confectioners sugar, flavored confectioners sugar, brown sugar and brown free-flowing sugar, fondant sugar, hard sugar, sugar and sugar substitute product for use as a food flavor and texture modifier, molasses and molasses granules, honey granules, invert sugar, invert syrups, sugar syrups, powdered sugar with cornstarch, powdered sugar with maltodextrin, co- crystallized sugar.	D-200721  9/9/2002	09081  9/9/2002	Registered.  Next renewal due 9/9/2012.
70. Norway	DOMINO	Class 30 - Sugar.	87740  12/21/1966	69,355  7/5/1966	Registered.  Next renewal due 7/5/2016.  Owner of record is ASH as of 10/10/2002.


COUNTRY/ JUR	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
71. United Kingdom	DI-PAC (Stylized)  <b>Di • Pac</b>	Class 30 - Sugar for compacting into tablet form and for coating tablets, all for use in the confectionery and pharmaceutical industries and sold in bulk.		B1,068,496  9/20/1976	Registered.  Next renewal due 9/20/2017.  Owner of record is ASR as of 9/30/2002.
72. United Kingdom	CYPHA	Class-01 - Chemical products for use as ingredients in the manufacture of foods, beverages, confectionery and flavors		1,377,830  3/22/1989	Registered.  Next renewal due 3/22/2016.  Owner of record is ASR as of 9/30/2002.
73. United Kingdom	DOMINO	Class 30 - Sugar (old UK Class 42)	5/10/1911	333,497  5/10/1911	Registered.  Next renewal due 5/10/2015.  Owner of record is ASR as of 9/30/2002.
74. United Kingdom	QWIK-FLO	Class 30 - Sugar; flavored sugar; molasses, combined sugar and flavoured granules including molasses, honey, raspberry, strawberry, apple and peanut butter for use in manufacture of candy, confectionery, bakery products and prepared foods for use by others in food manufacture and not for sale at retail.	2,124,940  2/20/1997	2,124,940  2/20/1997	Registered.  Next renewal due 2/20/2017.  Owner of record is ASR as of 9/30/2002.
75. Venezuela	DELICIOSO & BEAR DESIGN  	Dry syrup bases for making soft drinks and fruit-flavored drinks by the addition of water.	XXX /  1/1/1930	102.658-F  7/13/1983	Registered.  Next renewal due 7/13/2023.




COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/NEXT RENEWAL
76. Venezuela	DELICIOSO & BEAR DESIGN  	Dry syrup bases for making soft drinks and fruit-flavored drinks by the addition of water.	XXX / 1/1/1930	102,656-F  7/13/1983	Registered.  Next renewal due 7/13/2023.
77. Venezuela	DOMINO	Class 1 - Raw or partially prepared materials.	XXX / 1/1/1930	103,945-F  9/21/1983	Registered.  Next renewal due 9/21/2023.
78. Venezuela	DOMINO & STAR Design  	Class 30 - Natural and artificial mineral and carbonated waters including soft drinks.	XXX /  1/1/1930	102,655-F  7/13/1983	Registered.  Next renewal due 7/13/2023.

C&H Sugar Company, Inc.

COUNTRY/ JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS/ NEXT RENEWAL
1. United States	C&H and Design (with flower)  	Class 30 - Sugar.	73679764  8/21/1987	1,496,946  7/19/1988	Next Renewal due:  7/19/2018


COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION NO. / DATE	STATUS / NEXT RENEWAL
2. United States	C&H	Class 30 – Sugar	73679763 8/21/1987	1,499,823 8/9/1988	Next renewal due 8/9/2018
3. United States	C&H 	Class 30 – Sugar	78507659 10/28/2004	3,032,094 12/20/2005	12/20/2011 Affidavit of Use and Incontestability Due  Next renewal due: 12/20/2015
4. United States	DRIVERT	Class 30 – Dry fondant made from cane sugar	71375784 03/09/1936	340,729 11/17/1936	Next renewal due: 11/17/2016
5. United States	EASY-FOND	Class 30: Refined sugar	74291409 07/22/1992	1,789,562 8/24/1993	Next renewal due 8/24/2013
6. United States	GOLDEN C	Class 30: Brown sugar	72455561 04/25/1973	976,452 1/8/1974	Next renewal due: 1/8/2014
7. United States	Yellow D	Class 30: Brown sugar	72455562 04/25/1973	976,453 1/8/1974	Next renewal due: 1/8/2014
8. 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	5/27/2005	883,409	Next renewal due: 5/27/2015


COUNTRY / JUR.	Mark	GOODS	SERIAL NO. / FILING DATE	REGISTRATION No. / DATE	STATUS / NEXT RENEWAL
		creams and cakes			
9. 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

American Sweetener Corporation<sup>1</sup>

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  <b>CANE BRAKE SYRUP</b>	Class 30 – Sugar cane Syrup	71/633833 8/13/1952	627,105	5/15/2016

<sup>1</sup> Subsequent to the merger of ASC and AST into ASR, listed trademarks shall ultimately be owned by ASR.

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	2/14/2015
US	MALTOLINE	Class 30 – Natural Malt flavor	73/362022 4/28/1982	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 manfure of pharmaceutical preparations	72/225213 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 	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
US	NULOGOLD <sup>2</sup>	Class 30 – Sugar Syrup	72/363619	904,817	12/22/2010

<sup>2</sup> This Trademark will not be renewed.

## Trademark Licenses

### American Sugar Refining, Inc.

1. Trademark License Agreement, dated November 5, 2001, between The American Sugar Refining Company, TASR Co. and Domino Foods, Inc., as assigned by The American Sugar Refining Company to TASR Co. by the Contribution and Restructuring Agreement, dated June 28, 2002.
2. Trademark License Agreement, dated January 7, 2004, between American Sugar Refining, Inc. and Okeelanta Corporation.
3. Trademark License Agreement, dated May 12, 2010, between American Sugar Refining, Inc. and Ingenio San Nicolas, S.A. de C.V.
4. Trademark License Agreement, dated May 12, 2010, between American Sugar Refining, Inc. and Domino Comercio, S.A. de C.V.
5. Licensing Agreement, dated September 1, 1988, between Traditional Quality Corp. and Refined Sugars, Inc., as assigned by The American Sugar Refining Company (formerly known as Refined Sugars, Inc), to TASR Co. by the Contribution and Restructuring Agreement, dated June 28, 2002.
6. Amended and Restated Exclusive Trademark and Technology License Agreement, dated December 1, 2008, between American Sugar Refining, Inc. and NutraSweet Company.
7. License Agreement between Sucrest Corporation and Liquid Sugars, Incorporated dated June 25, 1973 and as amended on August 7, 1978 and as further amended on April 1, 1993.
8. Agreement dated October 29, 1999, among Chr. Hansen, Inc., Innovative Sweeteners, Inc. and James R. Morano, Ph.D.
9. Letter Agreement dated March 31, 1993, among Compton & Knowles Corporation, Suzanne's Specialties, Inc. and Innovative Sweeteners, Inc.