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
CSC Sugar, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas, as Collateral Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: FRANCE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77811614	SUGARIGHT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	618215-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/21/2010

CH $40.00 77811614

Total Attachments: 4
source=12-21-10 CSC Sugar-TM#page1.tif
source=12-21-10 CSC Sugar-TM#page2.tif
source=12-21-10 CSC Sugar-TM#page3.tif
source=12-21-10 CSC Sugar-TM#page4.tif

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **CSC SUGAR, LLC**, a Delaware limited liability company (the "*Grantor*") is a party to the Amended and Restated Credit Agreement, dated as of December 15, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, the lenders from time to time parties thereto (including, without limitation, the swing line lender and issuing lenders thereunder, the "Lenders"), BNP Paribas Securities Corp., as lead arranger and sole bookrunner, and **BNP PARIBAS**, as Administrative Agent and Collateral Agent (together with its successors and assigns in such capacity, the "*Secured Party*"), pursuant to which the Grantor has entered into the Amended and Restated Security Agreement, dated as of December 15, 2010 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered, or have applications for registration pending, in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 787 Seventh Avenue, New York, New York 10019.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 15th day of December 2010.

CSC SUGAR, LLC

By: _____
Name: Francois Y. Chapot
Title: CFO + Treasurer

1058984_2.DOC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the 15TH day of December in the year 2010 before me, the undersigned, personally appeared Francis X Clops, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ANTHONY J. CARROLL
Notary Public, State of New York
No. 31-4798900
Qualified in New York County
Term Expires August 31, 19
2013

My Commission Expires:

NewYork 1391028.2

Schedule 1
to
Grant of Security Interest (Trademarks)
by CSC Sugar, LLC
Dated as of December 15, 2010

MARK	SERIAL NO.	REGISTRATION NO.
SUGARIGHT	77811614	Pending