

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperial Sugar Company		05/18/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	22nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3365541	SWEETALK
Serial Number:	85069031	WHOLESOME SWEETENERS
Serial Number:	85069033	WHOLESOME SWEETENERS
Registration Number:	3028832	IMPERIAL SUGAR SINCE 1843
Registration Number:	2899767	IMPERIAL SUGAR
Registration Number:	3716411	REDI-MEASURE
Registration Number:	3823367	BAKER'S SUPREME
Registration Number:	2927861	
Registration Number:	3193817	DIXIE CRYSTALS PURE CANE SINCE 1917

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523

900194117

**TRADEMARK
 REEL: 004559 FRAME: 0361**

CH \$240.00 3365541

Email: HWRITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza - East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	46124.090374
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	06/10/2011

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(Imperial Sugar Company)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of May 18, 2011, between IMPERIAL SUGAR COMPANY, a Texas corporation ("Pledgor"), and BANK OF AMERICA, N.A., acting in its capacity as administrative agent and collateral agent for itself and for Lenders and as collateral agent for the other Secured Parties ("Agent") in connection with the Loan Agreement.

R E C I T A L S:

A. Pledgor, Fort Bend Utilities Company, Holly Finance Company, Holly Sugar Corporation, Imperial Distributing, Inc., Imperial Sweetener Distributors, Inc., Imperial-Savannah LP, Ragus Holdings, Inc., Savannah Foods, Inc., certain financial institutions and Bank of America, N.A., as agent, previously entered into that certain Amended and Restated Credit Agreement dated as of December 1, 2004, as amended by that certain Omnibus Amendment dated as of January 1, 2006, Second Amendment to Credit Agreement dated as of March 15, 2006, and Third Amendment to Amended and Restated Credit Agreement dated as of July 30, 2007 (as amended, the "Existing Credit Agreement"). Pursuant to the Existing Credit Agreement, Pledgor and Bank of America, N.A., as agent, also previously entered into a Trademark Security Agreement dated as of December 31, 2002 (collectively referred to herein as the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement was ratified and reaffirmed pursuant to that certain Ratification, Confirmation and Reaffirmation of Security Documents and Guaranties dated as of December 1, 2004.

B. Pledgor and its Subsidiaries have requested that Agent and Lenders amend and restate the Existing Credit Agreement pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of May 18, 2011, among Pledgor and its Subsidiaries, as Borrowers and/or Guarantors, the financial institutions party thereto from time to time as Lenders and Bank of America, N.A., as administrative agent and collateral agent for Lenders and as collateral agent for the other Secured Parties (as the same may be amended or otherwise modified from time to time, the "Loan Agreement").

C. Pursuant to the terms of the Loan Agreement and in order to induce Agent and Lenders to enter into the Loan Agreement and to make Loans and issue Letters of Credit under the Loan Agreement, Agent and Lenders have required that Pledgor grant to Agent, pursuant to this Agreement as security for the payment and performance of the Obligations, a security interest in, Lien on, assignment of and right of set off against, all of the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired, created or arising, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), and rights under or interest in any trademark license agreements or service mark license agreements with any other party relating to the Trademarks, whether Pledgor is a licensee or licensor under any such license agreement, including, without limitation, each license agreement listed in Exhibit "A" annexed hereto, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses (all of the foregoing being referred to as "Trademark Licenses"), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned thereto in the Loan Agreement. This Agreement is in all respects subject to the terms of the Loan Agreement and the security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement.

2. As collateral security for, and to secure the prompt payment and performance in full of the Obligations, Pledgor hereby grants a security interest to Agent in Pledgor's entire right, title, and interest in and to the following, whether now owned or existing or hereafter acquired, created or arising (collectively, the "Trademark Collateral"):

(a) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Exhibit "A" annexed hereto, together with the goodwill of the business symbolized thereby but specifically excluding any Trademark Application to register a Trademark in the U.S. Patent and Trademark Office based on Pledgor's "intent to use" such Trademark, provided that at such time a Statement of Use or Amendment to Allege Use is filed thereon such Trademark application shall be considered automatically included in the Trademark Collateral; and

(b) to the extent allowable under applicable law, rights under or interest in any Trademark License, whether Pledgor is a licensee or licensor under any such Trademark License, including, without limitation, each Trademark License listed in Exhibit "A" annexed hereto, together with any goodwill connected with and symbolized by any such Trademark License, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Exhibit "A" annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Exhibit "A" annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

3. Pledgor covenants and warrants that:

(a) To Pledgor's knowledge, the Trademark Collateral is subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Only as to those Trademarks listed under Exhibit "A", Pledgor is the sole and exclusive owner of the entire right, title and interest in and to each of such Trademarks, free and clear of any Liens, charges and encumbrances, including, without limitation, licenses except as otherwise provided in the Loan Agreement; and

(c) Pledgor has the power and authority to enter into this Agreement and perform its terms and will make good faith efforts consistent with commercially reasonable practice, to enter into written agreements, as reasonably requested by Agent from time to time, to the extent

reasonably necessary to comply with the terms of this Agreement and to protect Secured Parties' rights hereunder.

4. Pledgor agrees that, until all of the Obligations shall have been satisfied in full and in cash and the "Commitments" (as defined by the Loan Agreement) shall have been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent, except as permitted by the Loan Agreement.

5. If, before the Obligations shall have been satisfied in full and in cash and the "Commitments" (as defined by the Loan Agreement) shall have been terminated, Pledgor shall (a) obtain rights to any new Trademark, (b) become entitled to the benefit of Trademark or Trademark License for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or any improvement on any Trademark, or (c) enter into any new trademark license agreement, the provisions of Paragraph 2 shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing.

6. Pledgor authorizes Agent to modify this Agreement by amending Exhibit "A" to include any future Trademarks, Trademark Licenses and future trademark license agreement to which Pledgor is a party.

7. If any Event of Default shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted from time to time in any jurisdiction in which Pledgor may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Pledgor, all of which are hereby expressly waived to the extent permitted by applicable law, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Texas, or elsewhere, the whole or from time to time any part of the Trademark Collateral, or interest which Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Pledgor. Notice of any sale or other disposition of the whole or from time to time any part of the Trademark Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the any of the Trademark Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any other Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. At such time as all of the Obligations shall be completely satisfied in cash and all Commitments under the Loan Agreement shall have terminated, Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to revest in Pledgor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Agent in connection with (a) the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, (b) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (c) the

payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, (d) the exercise of any right or remedy of Agent or any other Secured Party under this Agreement or otherwise, or (e) defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, in each case shall be borne and paid by Pledgor on demand by Agent and, until so paid, shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement. Without limiting the foregoing, Pledgor authorizes Agent to record this Agreement, an abstract thereof, or any other document describing Agent and/or Secured Parties' interest in the Trademark Collateral with the Patent and Trademark Office the expense of Pledgor.

10. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

11. All of Agent's or other Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

12. 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.

13. This Agreement is subject to modification only by a writing signed by the parties.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and the permitted assigns of the parties.

15. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

16. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any party by any other party, or whenever any of the parties desires to give or serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

17. Upon the effectiveness of the Loan Agreement and effective as of the Closing Date, this Agreement shall constitute an amendment and restatement of, but not an extinguishment of any of the security interests or Liens granted by, or any indebtedness, liabilities or obligations of, Pledgor under, the Existing Trademark Security Agreement.

18. Pledgor hereby (a) ratifies, confirms and reaffirms all security interests and Liens that it previously granted to Agent under the Existing Trademark Security Agreement, (b) acknowledges and agrees that none of such security interests or Liens has expired or has been terminated or released, and (c) acknowledges and agrees that each of such security interests and Liens is valid and enforceable in accordance with its terms and continues in full force and effect to secure the payment and performance of the Obligations.

19. This Agreement may be executed in counterparts, each of which taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, which shall have the same force and effect as manually signed originals. Agent may require confirmation by a manually-signed original, but failure to request or deliver the same shall not limit the effectiveness of any facsimile or other electronic signature.

20. From time to time promptly upon Agent's request, Pledgor will execute and deliver such further agreements, documents and instruments, and provide and/or obtain such consents or approvals, as are reasonably necessary or appropriate to ensure that Agent receives and maintains a valid and enforceable security interest in and Lien on, and the ability to exercise rights and remedies to achieve the practical realization of the benefits of, the Trademark Collateral as security for the Obligations.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 18 day of May, 2011.

PLEDGOR:

IMPERIAL SUGAR COMPANY

By: 
Name: **H.P. Mechler**
Title: **Senior Vice President**

ACKNOWLEDGMENT

THE STATE OF TX §
COUNTY OF Ft. Bend §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared **H.P. Mechler**, the **Senior Vice President** of Imperial Sugar Company, a Texas corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18 day of May, 2011.

[SEAL]

My Commission Expires:

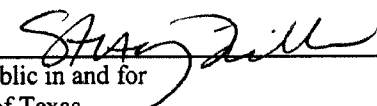

Notary Public in and for
the State of Texas



EXHIBIT "A"

STATE TRADEMARKS

<u>Owner*</u>	<u>Mark</u>	<u>State and Serial No. Registration No.</u>	<u>Status</u>
Imperial Sugar Company	IMPERIAL PURE CANE SUGAR	Alabama 100,591	Registered
Imperial Sugar Company	IMPERIAL SUGAR PURE CANE	Massachusetts 14147	Registered

FOREIGN TRADEMARKS

<u>Owner*</u>	<u>Mark</u>	<u>Country and Serial No. Registration No.</u>	<u>Status</u>
Imperial Sugar Company	CROWN and LEAF Design	Mexico 467316	Registered
Imperial Sugar Company	HOLLY	Mexico 418660	Registered
Imperial Sugar Company	IMPERIAL HOLLY and Design	Mexico 596167	Registered
Imperial Sugar Company	SUCANAT	Canada 1,485,082	Pending

* The correct owner is listed in the Owner column; however, patent and trademark office records may indicate a different affiliated owner for certain references as assignment recordation or name change recordation is pending for such references.

U.S. TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Country and Serial No. Registration No.</u>	<u>Status</u>
Imperial Sugar Company	SWEETALK	United States 3,365,541	Registered
Imperial Sugar Company	WHOLESOME SWEETNERS	United States 85/069,031	Pending
Imperial Sugar Company	WHOLESOME SWEETNERS & Design	United States 85/069,033	Pending
Imperial Sugar Company	IMPERIAL SUGAR SINCE 1843 & SUNBURST	United States 3,028,832	Registered
Imperial Sugar Company	IMPERIAL SUGAR & DESIGN (STROKE)	United States 2,899,767	Registered
Imperial Sugar Company	REDI-MEASURE	United States 3,716,411	Registered
Imperial Sugar Company	BAKER'S SUPREME	United States 3,823,367	Registered
Imperial Sugar Company	CROWN DESIGN	United States 2,927,861	Registered
Imperial Sugar Company	DIXIE CRYSTALS PURE CANE SINCE 1917 & Design	United States 3,193,817	Registered