

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/30/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	TATE & LYLE INDUSTRIES LIMITED		10/23/2012
			Entity Type
			COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	EUROPEAN SUGAR HOLDINGS S.A.R.L.		
Street Address:	75, Parc dActivites Capellen		
City:	Capellen		
State/Country:	LUXEMBOURG		
Postal Code:	L-8308		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	0089045	LYLE'S GOLDEN SYRUP ABRAM LYLE & SONS LIMITED SUGAR REFINERS
CORRESPONDENCE DATA			
Fax Number:	6784209301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678.420.9300		
Email:	odonnellm@ballardspahr.com		
Correspondent Name:	William H. Needle		
Address Line 1:	999 Peachtree Street		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309-3915		
ATTORNEY DOCKET NUMBER:	36335.1002US		

OP \$40.00 0089045

DOMESTIC REPRESENTATIVE

Name: William H. Needle
Address Line 1: 999 Peachtree Street
Address Line 2: Suite 1000
Address Line 4: Atlanta, GEORGIA 30309-3915

NAME OF SUBMITTER:	William H. Needle
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Signature:	/William H. Needle/
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Date:	10/24/2012
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Total Attachments: 6
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TATE & LYLE INDUSTRIES LIMITED
and
EUROPEAN SUGAR HOLDINGS S.A.R.L.

TRADE MARK ASSIGNMENT
(United States)

NUNC PRO TUNC TRADE MARK ASSIGNMENT

This Assignment is made on 23rd OCTOBER, 2012, nunc pro tunc, effective September 30, 2010, between:

- (1) **TATE & LYLE INDUSTRIES LIMITED**, a company incorporated in England and Wales whose registered office is at Sugar Quay, Lower Thames Street, London EC3R 6DQ ("Assignor"); and
- (2) **EUROPEAN SUGAR HOLDINGS S.A.R.L.** a company incorporated in Luxembourg whose registered office is at 75, Parc d'Activités Capellen, L-8308 Capellen, Grand Duchy of Luxembourg ("Assignee").

Whereas:

- (A) The Assignor is the proprietor of the Trade Mark (defined below).
- (B) The Assignor has agreed, pursuant to the SBSA (defined below), to assign all its right, title and interest in and to the Trade Mark to the Assignee on the terms of this Assignment.

It is agreed as follows:

1. Interpretation:

1.1 Definitions

"SBSA" means the Share and Business Sale Agreement entered into on 30 June 2010 and amended and restated on September 30, 2010 by the Assignor, American Sugar Holdings, Inc., and other parties; and

"Trade Mark" means the registered trade mark listed in the attached Schedule 1.

1.2 Modification and Re-enactment of Statutes

References to a statutory provision include that provision as modified or re-enacted from time to time.

1.3 Recitals, Clauses etc.

References to this Assignment include its Recitals and Schedules and references to Recitals, Clauses and Schedules are to Recitals, Clauses of, and Schedules to, this Assignment.

1.4 Legal Terms

References to any English legal term shall, for any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

2. Assignment

In consideration of the sum of £1, receipt of which is acknowledged by the Assignor:

2.1 the Assignor assigns to the Assignee:

2.1.1 all the Assignor's right, title and interest in and to the Trade Mark and all the goodwill attaching to and represented by the Trade Mark but no other goodwill; and

2.1.2 all rights of action arising or accrued relating to the Trade Mark including, without limitation, the right to take proceedings for infringement of the Trade Mark or for passing off or for otherwise infringing the rights of the Assignor in the Trade Mark and to seek and recover damages and all other remedies for all past infringements.

3. Further Assurance

Any time after the date of this Assignment, at the request of the Assignee, the Assignor shall and shall use reasonable endeavours to procure that any necessary third party shall, at the cost of the Assignee execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Assignment.

4. Exclusion of Warranties

The Assignor grants such rights as it may have in the Trade Mark but excludes all warranties (express and/or implied) in relation to it.

5. Whole Agreement

This Assignment, together with the SBSA, contains the whole agreement between the parties relating to its subject-matter at the date of this Assignment. The Assignee acknowledges that it has not been induced to enter into this Assignment by any representation, warranty or undertaking not expressly incorporated into it or the SBSA. So far as is permitted by law, and except in the case of fraud, the Assignee agrees and acknowledges that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Assignment shall be for breach of the terms of this Assignment or the SBSA, to the exclusion of all other rights and remedies (including those in tort or arising under statute).

6. Law and Jurisdiction

6.1 This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

6.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Assignment.


7. Invalidity

7.1 If any provision in this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Assignment but the legality, validity or enforceability of the remainder of this Assignment shall not be affected.

7.2 If any illegal, invalid or unenforceable provision would be legal, valid and enforceable if some part of it were deleted or modified, the provision shall apply with whatever deletion or modification is necessary to give effect to the commercial intention of the parties.


Schedule 1

Trade Mark

Trade Mark	Country	Registered Owner	Registration No.
 The logo for Lyle's Golden Syrup, featuring a central circular emblem with a landscape scene, surrounded by the text 'LYLE'S GOLDEN SYRUP' in a decorative border.	United States	Tate & Lyle Industries Limited	89045


In witness whereof this Assignment has been entered into on the date stated at the beginning of this document.

SIGNED by
on behalf of TATE & LYLE
INDUSTRIES LIMITED



RUGGERO CANTARINI
DIRECTOR

SIGNED by
on behalf of EUROPEAN SUGAR
HOLDINGS S.A.R.L.



Armando A. Tabernilla