

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as successor to Wilmington Trust FSB, as Agent		01/15/2013	na: UNITED STATES

RECEIVING PARTY DATA

Name:	Merisant Company
Street Address:	33 North Dearborn Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3321821	SWEET MATE
Registration Number:	3314361	EQUAL
Registration Number:	3197683	EQUAL
Registration Number:	3610339	ADD SOME FLAVOR TO YOUR DAY
Registration Number:	3197743	FLAVOR STICKS
Registration Number:	3386272	EQUAL
Registration Number:	3248304	EQUAL
Registration Number:	3632860	SENSIBLY SWEET
Registration Number:	3189711	EQUAL
Registration Number:	2967446	M
Registration Number:	2987670	MERISANT
Registration Number:	2068819	SWEETMATE
Registration Number:	1933895	SAME

OP \$490.00 3321821

Registration Number:	2012219	EQUAL
Registration Number:	1794061	SPOONFUL
Registration Number:	1734171	
Registration Number:	1318800	EQUAL
Registration Number:	1217173	CANDEREL
Registration Number:	1158683	EQUAL

CORRESPONDENCE DATA

Fax Number: 9192868199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868118
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-027190 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	01/15/2013

Total Attachments: 3
source=Termination tms to Merisant#page1.tif
source=Termination tms to Merisant#page2.tif
source=Termination tms to Merisant#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 15, 2013 ("Release"), is made by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as successor to Wilmington Trust FSB, as agent for the Secured Parties (in such capacity, "Collateral Agent"), in favor of **MERISANT COMPANY**, a Delaware corporation ("Borrower").

WHEREAS, pursuant to that certain Security Agreement dated as of January 8, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrower, Collateral Agent, and other parties thereto and that certain Trademark Security Agreement dated as of January 8, 2010 ("Trademark Security Agreement") by and among the Borrower, Collateral Agent, and other parties thereto, Borrower granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on January 11, 2010 at Reel 4128 Frame 0542.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Borrower agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby (a) releases each collateral mortgage, pledge, hypothecation, grant, assignment, lien on and security interest granted to Collateral Agent in, to and under the Trademark Collateral (including, but not limited to, the foregoing listed on Schedule A attached hereto), including, without limitation, each security interest granted pursuant to the Security Agreement and Trademark Security Agreement, (b) represents and warrants that it has full authority to execute and deliver this Release; and (c) authorizes the recordation of this Release with the USPTO at Borrower's expense.

SECTION 3. Further Assurances. Collateral Agent, at Borrower's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Borrower's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

Signature page follows

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as successor to Wilmington Trust FSB,
as agent for the Secured Parties

By: 
Name: Meghan H. McCauley
Title: Authorized Signatory

Schedule A

**Merisant Company
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Merisant Company
In Favor of Wilmington Trust FSB
Recorded January 11, 2010 at Reel 4128 Frame 0542**

Registered Marks

Mark	Reg. No.	Reg. Date
SWEET MATE and Design	3321821	10/23/07
EQUAL and Design	3314361	10/16/07
EQUAL	3197683	01/09/07
ADD SOME FLAVOR TO YOUR DAY	3610339	04/21/09
FLAVOR STICKS	3197743	01/09/07
EQUAL and Design	3386272	02/19/08
EQUAL	3248304	05/29/07
SENSIBLY SWEET	3632860	06/02/09
EQUAL	3189711	12/26/06
M and Design	2967446	07/12/05
MERISANT	2987670	08/23/05
SWEETMATE	2068819	06/10/97
SAME	1933895	11/07/95
EQUAL	2012219	10/29/96
SPOONFUL	1794061	09/21/93
Design only	1734171	11/17/92
EQUAL	1318800	02/12/85
CANDEREL	1217173	11/23/82
EQUAL	1158683	06/30/81