

TRADEMARK ASSIGNMENT COVER SHEET

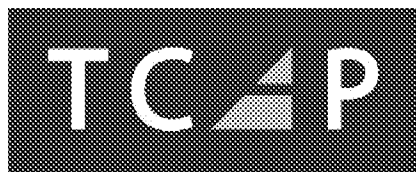
Electronic Version v1.1
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ETAS ID: TM316181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRIANGLE CAPITAL CORPORATION PAYOFF LETTER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIANGLE CAPITAL CORPORATION		08/29/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	WHOLESOME SWEETENERS, INCORPORATED		
Street Address:	8016 HIGHWAY 90-A		
City:	SUGAR LAND		
State/Country:	TEXAS		
Postal Code:	77478		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1263128	SUCANAT	
Registration Number:	2553299	WHOLESOME SWEETENERS	
Registration Number:	3969291	WHOLESOME SWEETENERS	
Registration Number:	3992358	WHOLESOME SWEETENERS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	14025-1		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	09/05/2014		
Total Attachments: 10			
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TRIANGLE
CAPITAL
CORPORATION

3700 Glenwood Ave.
Suite 530
Raleigh, NC 27612

August 29, 2014

Wholesome Sweeteners, Incorporated
8016 Highway 90A
Sugar Land, TX 77478
Attention of: Jeff Seidel

Re: Payoff Arrangements

Ladies and Gentlemen:

Reference is made to that certain Senior Subordinated Note Purchase Agreement, dated as of April 6, 2012 (as amended, supplemented or modified from time to time, the “**Note Purchase Agreement**”), by and among Wholesome Sweeteners, Incorporated, a Delaware corporation (“**Borrower**”), the Note Purchasers party thereto, including Alcentra Capital Corporation (“**Alcentra**”), a Maryland corporation, as successor to the rights of BNY Mellon-Alcentra Mezzanine III, L.P., a Delaware limited partnership and to Trinity Universal Insurance Company, a Texas corporation (“**Trinity**”), Kohlberg Capital Corporation (“**Kohlberg**”), Balance Point Capital Partners, L.P. (“**Balance Point**”), First New England Capital III, L.P. (“**First New England**”), and Triangle Capital Corporation, a Maryland corporation (“**Triangle**”), as Note Purchaser and Collateral Agent for the Holders. All capitalized terms used herein without being defined herein are used herein with the meanings given thereto in the Note Purchase Agreement, and the term “Note Purchaser” shall be deemed to include any Holder of the Notes as the context permits.

Note Issuers have advised Triangle that they intend to repay all outstanding amounts due and owing by Note Issuers under the Note Purchase Agreement and the other Note Documents, including without limitation the Notes issued to each Note Purchaser pursuant to the Note Purchase Agreement (and any amended, restated or replacement Notes thereof). The amount (the “**Pay-Off Amount**”) necessary to pay all of the indebtedness of Note Issuers to the Note Purchasers and the Holders under the Note Purchase Agreement, the Notes and the other Note Documents as of August 29, 2014 is as follows:

Outstanding principal (as of August 29, 2014)	██████████
Accrued interest	██████████
Prepayment Premium ¹	██████████
Fees and expenses	██████████
 Total Pay-Off Amount	 ██████████

If the Pay-Off Amount is not received by the Pay-Off Date (as defined below), an additional per-diem amount of ██████████ per calendar day shall apply until the Pay-Off Amount is received, of which ██████████ is to be paid to Triangle, ██████████ is to be paid to Alcentra, ██████████ is to be paid to Kohlberg, ██████████ is to be paid to Balance Point, ██████████ is to be paid to First New England, and

¹ Section 3.2(e) of Note Purchase Agreement

██████████ is to be paid to Herradura Ventures, Inc. Such Pay-Off Amount and per diem amount include all principal, interest, prepayment premiums and all other amounts owed to the Note Purchasers under the Note Purchase Agreement and the Notes issued to the Note Purchasers as of and through the applicable date.

The Pay-Off Amount is to be remitted as follows:

1. An amount equal to ██████████ (which includes unpaid expenses of ██████████, but plus any applicable per diem amount) shall be remitted to Triangle by wire transfer of immediately available funds as follows:

Fifth Third Bank, NA
ABA No. 042000314
Account No. 72037929
Account Name: Triangle Capital Corporation
For Further Credit to Account No. 470009430752 – Triangle Capital Corporation

2. An amount equal to ██████████ (comprising accrued and unpaid legal fees) should be remitted to Triangle's legal counsel, Smith Anderson Blount Dorsett Mitchell & Jernigan, LLP, by wire transfer of immediately available funds as follows:

Wells Fargo Bank
ABA No. 121000248
Account No. 2073089721212
Account Name: Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
Reference No. 11874.14

3. An amount equal to ██████████ (plus any applicable per diem amount) shall be remitted to Alcentra by wire transfer of immediately available funds as follows:

Receiving Bank Name: State Street Bank and Trust Co. NA Boston
Receiving Bank BIC Code: SBOSUS33XXX
Receiving Bank ABA: 011000028
Beneficiary Account Number: 10472074
Beneficiary Account Name: Alcentra Capital Corp.

4. An amount equal to ██████████ (plus any applicable per diem amount) shall be remitted to Kohlberg by wire transfer of immediately available funds as follows:

U.S. Bank, N.A.
Minneapolis, MN
ABA# 091-000-022
DDA Acct # 1047-9006-3002
Ref: KCAP Financial – WHOLESOME SWEETENERS

5. An amount equal to ██████████ (plus any applicable per diem amount) shall be remitted to Balance Point by wire transfer of immediately available funds as follows:

Account name: Balance Point Capital Partners, L.P.
Account number: 8045004937

Bank name: East West Bank
Bank address: 135 N. Los Robles Ave, Suite 600, Pasadena, CA 91101
Bank ABA: 322070381

6. An amount equal to [REDACTED] (plus any applicable per diem amount) shall be remitted to First New England by wire transfer of immediately available funds as follows:

Account name: First New England Capital III, L.P.
Account number: 8045004952
Bank name: East West Bank
Bank address: 135 N. Los Robles Ave, Suite 600, Pasadena, CA 91101
Bank ABA: 322070381

7. An amount equal to [REDACTED] (plus any applicable per diem amount) shall be remitted to Herradura Ventures, Inc. by wire transfer of immediately available funds as follows:

Herradura Ventures, Inc
Wells Fargo Bank
Acct Number: 7036718554
ACH routing number: 111900659

The Pay-Off Amount is valid for payments received by the Note Purchasers no later than 2:00 p.m., Raleigh, North Carolina time on August 29, 2014 (the “**Pay-Off Date**”). Payments received after such time must also include the per diem amount for the applicable number of days. Payments received after 2:00 p.m., Raleigh, North Carolina time on a Business Day will be for credit on the next Business Day. This letter shall not be effective if all of the conditions set forth here are not satisfied, and the Pay-Off Amount (together with any applicable per diem amount) is not received in immediately available funds on or before Raleigh, North Carolina time on September 5, 2014.

Each Note Purchaser hereby acknowledges and agrees that (a) payment of the Pay-Off Amount (plus any applicable per diem amount) in immediately available funds will constitute payment in full of the indebtedness of Note Issuers to such Note Purchaser under the Note Purchase Agreement, any Note Document and the Notes issued to such Note Purchaser, and (b) upon receipt of the Pay-Off Amount (plus any applicable per diem amount) in immediately available funds, the Note Parties shall have no further liabilities or obligations under the Note Purchase Agreement, the Notes issued to such Note Purchaser and any other Note Document, except those liabilities and obligations that by the express and specific terms of the Note Documents survive such payment. Each Note Purchaser hereby waives any right to notice of the contemplated prepayment pursuant to the Note Purchase Agreement.

Notwithstanding the foregoing paragraph or anything to the contrary contained in this letter (a) the Note Parties’ indemnities in favor of each Note Purchaser contained in the Note Documents shall survive the payment in full of the amounts due and owing by Note Issuers under the Note Purchase Agreement and the Notes issued to each Note Purchaser until the expiration of all applicable statute of limitations periods with respect to actions that may be brought against such Note Purchaser, (b) the Note Parties acknowledge and agree that their obligations and liabilities to each Note Purchaser under the Note Documents shall be reinstated with full force and effect, if at any time after the Pay-Off Date all or any portion of the Pay-Off Amount (together with any applicable per diem amount) paid to any Note Purchaser is voided or rescinded or must otherwise be returned by such Note Purchaser to the Note Issuers or any other party upon any Note Issuer’s insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made, and (c) the parties acknowledge and agree that this letter shall not apply to, and the Note Purchaser’s receipt of the Pay-Off Amount (plus any applicable per diem

amount) shall not terminate, alter or otherwise affect, any rights of any Note Purchaser (or any of its affiliates) with respect to their investment in Capital Stock or other equity interests of the Borrower or its affiliates, or any documents governing such rights including without limitation (i) the Securities Purchase Agreement, dated April 6, 2012, by and among WSO Holdings, LP, a Delaware limited partnership (the “**Partnership**”), Triangle, Alcentra, as successor to BNY Mellon-Alcentra Mezzanine III, L.P., a Delaware limited partnership, BPWSO Holdings LLC (“**Balance Point**”), Trinity, Arlon Wholesome Holding LLC, a Delaware limited liability company (“**Arlon**”), and WSO Holdings, LLC, a Delaware limited liability company (the “**General Partner**”) (the “**Securities Purchase Agreement**”), (ii) the Amended and Restated Agreement of Limited Partnership dated as of April 6, 2012 (as the same may be amended, the “**Partnership Agreement**”) by and among the Partnership, the General Partner, and the other persons admitted to the Partnership as Limited Partners from time to time; (iii) the Amended and Restated Partners Agreement dated as of April 30, 2012 (as the same may be amended, the “**Partners Agreement**”) by and among (A) the Partnership, (B) Arlon, (C) the General Partner, (D) Nigel Willerton, Jeff Seidel and any other executive employee of the Partnership or its Subsidiaries who, at any time, have or do become a Partner in the Partnership in accordance with Section 12 thereof and (E) each of Edward Billington and Son, Limited, Triangle, Assignor, Trinity, QS Direct SI 2 S.C.A., SICAR, Frank E. Richardson, Balance Point, Crimbo Settlement, Caspian Private Equity, L.P. and the other Persons set forth from time to time on the Schedule of Partners attached thereto under the heading “**Other Partners**” who, at any time, becomes a Partner in the Partnership; and (iv) the Registration Rights Agreement, dated as of April 6, 2012, by and among the Partnership, Arlon, and each of the other Partners of the Partnership from time to time party thereto (as the same may be amended, the “**Registration Rights Agreement**”) (collectively, the “**Equity Documents**”), and Borrower further agrees to reimburse each Note Purchaser (and its affiliates) for their reasonable and documented out-of-pocket expenses (including without limitation, reasonable attorney fees) incurred in connection with any amendments or modifications to, or any administration or enforcement of, the Equity Documents.

Upon the Note Purchasers’ receipt of the Pay-Off Amount (plus any applicable per diem amount) in accordance with this letter, (x) each Note Purchaser agrees to promptly deliver to Borrower the original Note issued to such Note Purchaser for cancellation, (y) Borrower and its designees are authorized to file or record terminations or releases (including without limitation any UCC termination statements and mortgage releases), as applicable, with respect to all security interests filed by or on behalf of Triangle, as Collateral Agent, naming Borrower or any Note Party as the debtor with respect to the Note Purchase Agreement or any other Note Document and (z) Triangle agrees, in its capacity as Collateral Agent, to deliver such additional UCC termination statements, discharges and/or other releases as may be reasonably requested by Borrower, all at the sole cost and expense of Borrower, in furtherance of Triangle’s release and termination of its liens and security interests in accordance with this letter

None of the Note Purchasers makes any representations, warranties, agreements or statements concerning the Note Parties or any of their affiliates, the business, financial condition, creditworthiness or prospects of the Note Parties or any of their affiliates or any other matter relating to, or any Note Purchaser’s transactions with, any of them.

Note Issuers represent and warrant to the Note Purchasers that the payment of the Pay-Off Amount (plus any applicable per diem amount) to the Note Purchaser as contemplated herein has been duly authorized by all necessary action on behalf of Note Issuers and that all requisite consents of the members, managers and/or directors of Note Issuers have been obtained.

Each Note Party, on behalf of itself and its affiliates, hereby releases, acquits, and forever discharges each Note Purchaser, and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative, and attorney of such Note Purchaser, from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and

expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which it or any of its affiliates may have or claim to have now or which may hereafter arise with respect to any act of commission or omission of such Note Purchaser with respect to any Note Document, which such act of commission or omission existed or occurred prior to the date of this letter. The provisions of this paragraph shall be binding upon each Note Party and its affiliates and shall inure to the benefit of each Note Purchaser, and its successors and assigns.

This letter is governed by the laws of the State of New York without regard to conflicts of law principles. Each of the parties hereto waives, to the maximum extent permitted by law, its right to a trial by jury in any action to enforce, defend, interpret, or otherwise concerning this letter. This letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same letter. Delivery of this letter by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

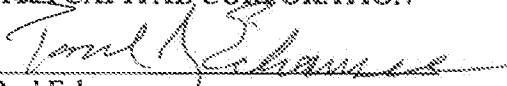
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Very truly yours,

TRIANGLE CAPITAL CORPORATION,
as Collateral Agent and as a Note Purchaser

By: 
Name: Jeffrey Domicik John A. Bitzes
Title: Managing Director Vice President

ALCENTRA CAPITAL CORPORATION

By: 
Name: Paul Echausse
Title: President & Chief Executive Officer

KOHLBERG CAPITAL CORPORATION

By: _____
Name: R. Jon Corless
Title: Chief Investment Officer

BALANCE POINT CAPITAL PARTNERS, L.P.

By: _____
Name:
Title:

FIRST NEW ENGLAND CAPITAL III, L.P.

By: _____
Name:
Title:

Very truly yours,

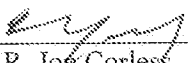
TRIANGLE CAPITAL CORPORATION,
as Collateral Agent and as a Note Purchaser

By: _____
Name: Jeffrey Dombcik
Title: Managing Director

ALCENTRA CAPITAL CORPORATION

By: _____
Name: Paul Echausse
Title: President & Chief Executive Officer

KOHLBERG CAPITAL CORPORATION

By:  _____
Name: R. Jon Corless
Title: Chief Investment Officer

BALANCE POINT CAPITAL PARTNERS, L.P.

By: _____
Name:
Title:

FIRST NEW ENGLAND CAPITAL III, L.P.

By: _____
Name:
Title:

Very truly yours,

TRIANGLE CAPITAL CORPORATION,
as Collateral Agent and as a Note Purchaser

By: _____
Name: Jeffrey Dombcik
Title: Managing Director

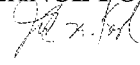
ALCENTRA CAPITAL CORPORATION

By: _____
Name: Paul Echausse
Title: President & Chief Executive Officer

KOHLBERG CAPITAL CORPORATION

By: _____
Name: R. Jon Corless
Title: Chief Investment Officer

BALANCE POINT CAPITAL PARTNERS, L.P.

By:  _____
Name:
Title: Justin Kaplan

Partner

FIRST NEW ENGLAND CAPITAL III, L.P.

By: _____
Name:
Title:

Very truly yours,

TRIANGLE CAPITAL CORPORATION,
as Collateral Agent and as a Note Purchaser

By: _____
Name: Jeffrey Dombcik
Title: Managing Director

ALCENTRA CAPITAL CORPORATION

By: _____
Name: Paul Echausse
Title: President & Chief Executive Officer

KOHLBERG CAPITAL CORPORATION

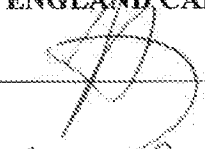
By: _____
Name: R. Jon Corless
Title: Chief Investment Officer

BALANCE POINT CAPITAL PARTNERS, L.P.

By: _____
Name:
Title:

FIRST NEW ENGLAND CAPITAL III, L.P.


By: _____
Name:
Title:


JOHN RITTER
PARTNER

Agreed and accepted:

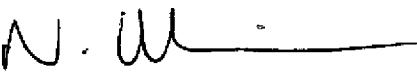
BORROWER:

WHOLESOME SWEETENERS, INCORPORATED,
a Delaware corporation

By: 
Nigel Willerton
President and Chief Executive Officer

GUARANTOR:

WSO INVESTMENTS, INC.,
a Delaware corporation

By: 
Nigel Willerton
President and Chief Executive Officer

[Signature Page to Wholesome Payoff Letter (Triangle)]