

08-30-2000

FORM PTO-1594
Rev. 6-93)

RECOR



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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Tab settings 8.7.00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ragus Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

Execution Date: July 28, 2000

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank,
as Collateral Agent

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State IL
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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01 FC:481
02 FC:482

40.00 OP
975.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: _____

40

7. Total fee (37 CFR 3.41).....\$ 1015⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory T. Pealer

Name of Person Signing

Signature

August 1, 2000

Date

Total number of pages including cover sheet, attachments, and document



SCHEDULE A**TO TRADEMARK COLLATERAL AGREEMENT**

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Colonial	71/659,848	01/21/54	607,362	06/14/55
Cream White	73/603,704	06/11/86	1,438,652	05/05/87
Evercane	72/218,090	05/05/65	801,049	12/28/65
Evercane & Design	72/218,091	05/05/65	801,050	12/28/65
Ever-Soft-Pak	72/269,796	04/21/67	877,232	09/16/69

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
2 and Design	72/376,851	11/23/70	921,650	10/05/71
Crystal Clean	72/382,372	01/29/71	948,567	12/12/72
Crystal Clear	74/386,683	05/05/93	1,871,464	01/03/95
Design only (curved Rectangular Label)	73/408,571	01/07/83	1,280,075	05/29/84
Diamond Amber	74/676,363	05/12/95	1,978,208	06/04/96
Diamond Shakers	73/612,577	08/01/86	1,450,866	08/04/87
Diet Kit and Design	72/428,086	06/23/72	1,052,150	11/02/76
Eggs Benefit	75/099,739	04/26/96	2,206,030	11/24/98
Med Pass	75/450,003	03/13/98	2,263,770	07/20/99
Mightyshakes	74/038,570	03/11/90	1,651,207	07/16/91
Packet Brand and Design	72/299,656	06/04/68	881,779	12/02/69
Packet Design	72/414,728	02/07/72	955,309	03/13/73
Puree Plus	75/738,934	06/29/99	2,336,243	03/28/00
Shaker-Action	72/428,085	06/23/72	967,715	09/04/73
Sinfree	75/092,828	04/23/96	2,109,886	10/28/97
Single Serv	73/408,570	01/07/83	1,279,143	05/22/84
Single Serv and Design	73/408,520	01/07/83	1,287,154	07/24/84
Sweet Crystals	73/026,877	07/15/74	1,039,460	05/18/96
Ultra	74/444,177	10/05/93	1,851,242	08/30/94
Ultrashake	74/559,103	08/10/94	1,998,657	09/03/96

SCHEDULE A**TO TRADEMARK COLLATERAL AGREEMENT**

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
206	74433212	09/07/93	1890411	4/18/95
Chef's Companion & Design	74302978	08/10/92	1758602	03/16/93
Chef's Companion & Design	74724633	09/05/95	2031749	01/21/97
Easy Prep & Design	75091146	04/19/96	2066865	06/03/97
Magic Cup & Design	74262082	04/03/92	1857326	10/04/94
Menu Magic	74183145	07/08/92	1722237	10/06/92
Menu Magic & Design	73419138	03/28/83	1399713	07/01/86
Menu Magic	73065099	10/06/75	1071905	8/23/77
Menu Magic	72339810	10/06/69	0909696	03/09/71
Menu Magic Artificially Flavored Custard Sugar-Free Dessert Mix & Design	74250519	02/28/92	1745960	01/12/93
Puree Entree	74080689	7/23/90	1684866	4/28/96
Puree Shape & Serve	74513395	04/18/94	2010539	10/22/96
Thicken Right	74249401	02/25/92	1784949	07/27/93

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Pasta Pair	74302230	8/5/92	1809838	12/7/93
Puree Plus	74207669	9/27/91	1772509	5/18/93

TRADEMARK COLLATERAL AGREEMENT

This 28th day of July, 2000, Ragus Holdings, Inc., a Delaware corporation ("*Debtor*") with its mailing address at 300 Delaware Avenue, Suite 900; Wilmington, DE 19801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as collateral agent (in such capacity, the "*Collateral Agent*") for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Amended and Restated Credit Agreement dated as of December 22, 1997 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Imperial Sugar Company, a Texas corporation formerly known as Imperial Holly Corporation (*the "Borrower"*), the Lenders, Lehman Brothers Inc., as Arranger, Lehman Commercial Paper Inc., as Syndication Agent and Harris Trust and Savings Bank. As Administrative Agent and Collateral Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Collateral Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Debtor's Obligations as set out in that certain Amended and Restated Guarantee and Collateral Agreement dated as of December 22, 1997, among the Borrower, the Debtor and the other Grantors named therein to the Secured Party (*the "Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for

collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RAGUS HOLDINGS, INC.,

By W.F. Schwer
Its PRESIDENT

W.F. Schwer

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Collateral Agent

By Kimberly A. McMahon
Its KIMBERLY A. McMAHON
VICE PRESIDENT

(Type or Print Name)