

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Whole Earth Sweetener Company LLC		01/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB
Street Address:	50 South Sixth St, Ste 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	federal savings bank: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77857394	CRAFTED FOR COFFEE
Serial Number:	77414776	NATIVIA GUARANI
Serial Number:	77494342	NATIVIA NATIVIA GUARANI S.A., A WHOLE EARTH SWEETENER COMPANY
Serial Number:	77745740	NOTHING TO HIDE
Serial Number:	77453696	PUREVIA
Serial Number:	77453716	PURE VIA
Serial Number:	77451768	PUREVIA
Serial Number:	78806272	SWEET SIMPLICITY
Registration Number:	3192969	SWEET SIMPLICITY
Serial Number:	77553570	THE NEXT GENERATION OF SWEET
Registration Number:	3636630	WHOLE EARTH SWEETENER COMPANY

**CORRESPONDENCE DATA**

**900151739**

**TRADEMARK  
 REEL: 004128 FRAME: 0589**

**OP \$290.00 77857394**

Fax Number: (612)766-1600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 612-766-6911  
Email: scarlson@faegre.com  
Correspondent Name: Susan Carlson  
Address Line 1: 90 South 7th St Ste 2200  
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	01/11/2010

Total Attachments: 15  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 8, 2010 by Merisant Company (the "Borrower") and each of the other entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust FSB ("WT"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 8, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders party thereto, and WT, as administrative agent for the Lenders and as collateral agent for the Lenders, the Lenders have severally agreed to the deemed extension of Loans thereunder, upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations;

WHEREAS, all the Grantors are party to a Security Agreement dated as of January 8, 2010 in favor of the Collateral Agent (as it may be amended, restated, or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, the Grantors own the Trademarks listed on Schedule I attached hereto (as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A attached hereto), which are pending or registered with the United States Patent and Trademark Office; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to consent to the deemed extension of Loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1 Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement. "**Trademarks**" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods and services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

**Section 2 Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, now held or hereafter acquired, including those referred to on Schedule I hereto, but excluding any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

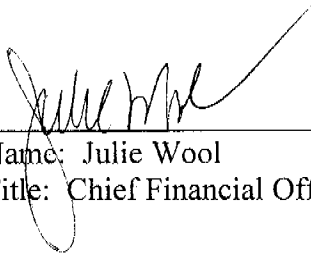
**Section 3 Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

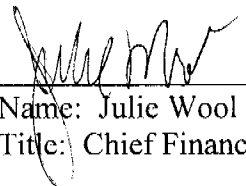
MERISANT COMPANY

By:

  
\_\_\_\_\_  
Name: Julie Wool  
Title: Chief Financial Officer

WHOLE EARTH SWEETENER COMPANY LLC

By:

  
\_\_\_\_\_  
Name: Julie Wool  
Title: Chief Financial Officer

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

On this \_\_\_\_ day of January, 2010, before me personally appeared Julie Wool, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Merisant Company, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public



TRADEMARK

REEL: 004128 FRAME: 0594


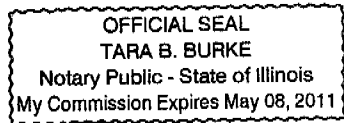
ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS )

) ss.

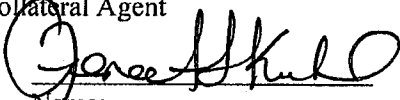
COUNTY OF COOK )

On this \_\_\_\_ day of January, 2010, before me personally appeared Julie Wool, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Whole Earth Sweetener Company LLC, who being by me duly sworn did depose and say that she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that she acknowledged said instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

Accepted and Agreed:

WILMINGTON TRUST FSB,  
as Collateral Agent

By:   
Name: **Renee Kuhl**  
Title: **Assistant Vice President**

By: \_\_\_\_\_  
Name:  
Title:



Schedule I  
to  
Trademark Security Agreement

A. TRADEMARK REGISTRATIONS AND APPLICATIONS

The following trademarks are owned by Merisant Company and licensed to Merisant US, Inc.:

<i>Trademark Name</i>	<i>Application No.</i>	<i>Reg. No.</i>	<i>Country</i>
ADD SOME FLAVOR TO YOUR DAY*	78/602058	3610339	United States
CADDY COLLECTION	77/285490		United States
CANDEREL	73/294769	1217173	United States
EQUAL	73/236309	1158683	United States
EQUAL	73/464357	1318800	United States
EQUAL	74/461225	2012219	United States
EQUAL*	78/760091	3197683	United States
EQUAL*	77/029350		United States
EQUAL	77/710844		United States
EQUAL	76/365954	3189711	United States
EQUAL Device*	78/563041	3386272	United States
EQUAL FLAVOR STICKS*	78/588826		United States
EQUAL LOGO WITH ARRAY OF COLORED DOTS*	78/816285	3314361	United States
EQUAL SUGAR LITE	78/400178	3075653	United States
EQUAL Stylized*	78/563040	3248304	United States
EQUAL. THE ONE THEY WANT*	78/309772	3042529	United States
FLAVOR STICKS*	78/588846	3197743	United States
M AND DESIGN*	76/234765	2967446	United States
MERISANT*	76/087840	2987670	United States
SAME	74/464711	1933895	United States
SENSIBLY SWEET	77/485354	3632860	United States
SEQUAL	77/710519		United States
SEQUEL	77/710540		United States
SPOONFUL	74/250329	1794061	United States
SUGAR LITE*	78/400191	3051841	United States
SWEETLIVING	77/391005		United States
SWEETMATE	75/035641	2068819	United States
SWEETMATE LOGO	78/946408	3321821	United States
TRIGGER PACK DESIGN	74/206869	1734171	United States

The following trademarks are owned by Whole Earth Sweetener Company LLC:

<i>Trademark Name</i>	<i>Application No.</i>	<i>Reg. No.</i>	<i>Country</i>
CRAFTED FOR COFFEE	77/857394		United States
NATIVIA GUARANI	77/414776		United States
NATIVIA GUARANI LOGO (COLOR)	77/494342		United States
NOTHING TO HIDE	77/745740		United States
PUREVIA	77/453696		United States
PURE VIA & DEVICE	77/453716		United States
PUREVIA & DEVICE (COLOR)	77/451768		United States
SWEET SIMPLICITY*	78/806272		United States
SWEET SIMPLICITY*	78/806282	3192969	United States
THE NEXT GENERATION OF SWEET	77/553570		United States
WESCO NEW LOGO (COLOR)	77/527531	3636630	United States

**B. TRADEMARK LICENSES**

<i>Name of Agreement</i>	<i>Parties</i>	<i>Date of Agreement</i>
License Agreement	Merisant Company (Licensor) and Merisant Sweetener (Philippines), Inc. (Licensee)	March 27, 2001
Use of Equal Trademark as Secondary Brand Trademark License Agreement	Merisant Company (Licensor) and Schwan's Bakery, Inc. (Licensee)	April 26, 2006

Exhibit A  
to

Exhibit A  
to  
Trademark Security Agreement

FORM OF AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)

This TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of \_\_\_\_\_, 20\_\_ (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Wilmington Trust FSB ("**WT**"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 8, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among the Borrower, the Lenders party thereto, and WT, as administrative agent for the Lenders and as collateral agent for the Lenders, the Lenders have severally agreed to the deemed extension of Loans thereunder, upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations;

WHEREAS, all the Grantors are party to a Security Agreement dated as of January 8, 2010 in favor of the Collateral Agent (as it may be amended, restated, or otherwise modified from time to time, the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this First Supplemental Trademark Security Agreement;

WHEREAS, a Trademark Security Agreement was recorded against certain United States Intellectual Property at [INSERT REEL/FRAME NUMBER] [IF SECOND OR LATER SUPPLEMENTAL, ADD PRIOR REEL/FRAME NUMBERS] (the "Trademark Security Agreement");

WHEREAS, in addition to the Trademarks and Trademark Licenses listed on Schedule I to the Trademark Security Agreement, the Grantors own the Trademarks listed on Schedule I attached hereto (as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A to the Trademark Security Agreement), which are pending or registered with the United States Patent and Trademark Office; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to

induce the Lenders to consent to the deemed extension of Loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1 Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement. "**Trademarks**" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other indicators of the source of goods and services, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

**Section 2 Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(e) all of its Trademarks and Trademark Licenses to which it is a party, now held or hereafter acquired, including those referred to on Schedule I hereto, but excluding any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law;

(f) all renewals of the foregoing;

(g) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(h) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3 Security Agreement.** The security interest granted pursuant to this First Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more

fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this First Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[GRANTORS]

By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:  
WILMINGTON TRUST FSB,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public



Schedule I  
to  
First Supplemental Trademark Security Agreement  
Trademark Registrations

A. REGISTERED TRADEMARKS

MarkReg. No. Date

B. TRADEMARK APPLICATIONS

C. TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement