

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TMOS/REV03

REC  
TR

04-24-2000



Docket No.:

016962-0002

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101329969

To the Honorable Commissioner of Patents and Trademarks and original documents or copy thereof.

1. Name of conveying party(ies):

Michigan Sugar Company

4-3-98

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: March 31, 1998

2. Name and address of receiving party(ies):

Name: Ragus Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8016 Highway 90-A, Suite 200

City: Sugar Land State: TX ZIP: 77478

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0842956  
0843352

Additional numbers  Yes  No

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

Name: Paul C. Van Slyke

Internal Address: Locke Liddell & Sapp LLP

Street Address: 600 Travis, Suite 3400

City: Houston State: TX ZIP: 77002-

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1322

DO NOT USE THIS SPACE

9. 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.

PATRICIA PAQUET

Name of Person Signing

*Patricia Paquet*

Signature

March 23, 2000

TRADEMARK Date

**ASSIGNMENT AGREEMENT**  
**BETWEEN**  
**MICHIGAN SUGAR COMPANY**  
**AND**  
**RAGUS HOLDINGS, INC.**

KNOW ALL MEN BY THESE PRESENTS, that on this \_\_\_\_ day of \_\_\_\_\_, 1998, Michigan Sugar Company (the "Assignor") does hereby agree to the following for and in consideration for 250 shares of common stock of Ragus Holdings, Inc., a Delaware corporation (the "Assignee"):

1. Assignment of Trademarks and Tradenames. The Assignor hereby absolutely, irrevocably, and unconditionally assigns, conveys, and transfers to the Assignee all of the Assignor's trademarks and tradenames described in Schedule A attached hereto and made a part hereof.
2. Related Transactions. In connection with the transfers herein described, Holly Sugar Corporation, Savannah Foods Industrial, Inc., and Savannah Foods & Industries, Inc. (the "Related Assignors") are assigning to the Assignee certain trademarks and tradenames owned by each of them and, in exchange therefor, each is receiving 250 shares of common stock of the Assignee. Subsequent to the completion of the assignment herein described and such related assignments, the issuance of a total of 1,000 shares of common stock of the Assignee in exchange therefor, and further subsequent to the Assignee's completion of various studies establishing the values of such assigned trademarks and tradenames, the Assignee understands and acknowledges

that the Assignor and the Related Assignors will adjust among themselves their holdings of the 1,000 shares of the Assignee's common stock to accurately reflect the relative values of their respective assignments.

3. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That the Assignor is duly organized and validly existing under and by virtue of the laws of the State of Michigan.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the trademarks and tradenames have not been previously conveyed, sold, transferred or pledged by the Assignor.

4. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

5. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the Assignor may do so without violating or

being in default under any applicable law or under any other agreement to which the Assignor is a party.

IN WITNESS WHEREOF, the Assignor has executed this Assignment to become effective on this 31st day of MARCH, 1998.

ASSIGNOR:

MICHIGAN SUGAR COMPANY

LAW DEPARTMENT - APPROVED AS TO FORM

RL

(INITIAL)

By: Barry L. Brown  
Name: BARRY L. BROWN  
Title: V.P. SALES AND MARKETING

ACCEPTANCE OF ASSIGNMENT

The undersigned, being the Assignee as set forth above, does hereby acknowledge and accept the foregoing Assignment as on March 31, 1998.

RAGUS HOLDINGS, INC.

By: Barbara A. Steen  
Name: BARBARA A. STEEN  
Title: VICE PRESIDENT & ASSISTANT SECRETARY

**SCHEDULE A**  
**U.S. Registered Trademarks and Tradenames**

| Name         | Serial No. | Reg. No. |
|--------------|------------|----------|
| Wagon Design | 72/262532  | 842956   |
| Pioneer      | 72/262531  | 843352   |