

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A., as Agent

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) August 9, 2005

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: C&H Sugar Company, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 2300 Contra Costa Boulevard  
 City: Pleasant Hill  
 State: CA  
 Country: USA Zip: 94523

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
75/059,381 and 78/507659

B. Trademark Registration No.(s)  
1499823; 1496946; 340729; 1789562; 976452; 734667; 1583842; 746,993; 2082913 and 976,453

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: LaShana C. Jimmar, Senior Paralegal  
 Internal Address: Paul, Hastings, Janofsky & Walker, LLP  
Suite 2400  
 Street Address: 600 Peachtree Street, N.E.  
 City: Atlanta  
 State: Georgia Zip: 30308  
 Phone Number: (404) 815-2137  
 Fax Number: (404) 686-5137  
 Email Address: lashana.jimmar@paulhastings.com

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

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 16-0752  
 Authorized User Name LaShana C. Jimmar

**9. Signature:** [Signature]

Signature

8/16/2005

Date

LaShana C. Jimmar

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$315.00 160752 75059381

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated as of August 9, 2005. Reference is hereby made to the Grant of Trademark Security Interest dated as of December 24, 1998 and the Grant of Trademark Security Interest dated as of November 22, 2004 (as each is heretofore amended, supplemented or otherwise modified, a "Grant of Security") each by and between C&H Sugar Company, Inc. (formerly known as Sugar Acquisition Corporation), a Delaware corporation ("Grantor") and Bank of America, N.A. (formerly known as Bank of America, National Trust and Savings Association, successor to BankAmerica Business Credit, Inc.), as agent ("Agent"), or an abstract thereof, recorded with the United States Patent and Trademark Office ("USPTO") on December 31, 1998 (Reel/Frame 1835/0118) and on November 24, 2004 (Reel/Frame 2938/0522), respectively.

Agent hereby notifies, acknowledges to and agrees with Grantor that the security interest in the Trademark Collateral (as such term is defined in the applicable Grant of Security) granted by Grantor to Agent pursuant to the terms of each Grant of Security, including, without limitation, the trademarks listed (collectively for both Grants of Security) on the attached Schedule A, is terminated and released as of the date hereof, and that Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to any Grant of Security to the Trademark Collateral.

Agent hereby represents and warrants that: (i) it is the exclusive successor in interest to all of the right, title and interest in and to the Trademark Collateral conveyed to BankAmerica Business Credit, Inc. pursuant to each Grant of Security; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral under any Grant of Security; and (iii) Schedule B attached hereto sets forth a complete and correct list of all of the documents recorded by the USPTO by or on behalf of Agent to record or evidence any security interest it has against the Trademark Collateral under any Grant of Security.

Agent hereby agrees to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release of Security Interest in Trademarks, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the USPTO.

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Schedule A**Release of Security Interest in Trademarks****FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

C&H	1,499,823	8/9/88
C&H AND DESIGN	1,496,946	7/19/88
DRIVERT	340,729	11/17/36
EASY-FOND	1,789,562	8/24/93
GOLDEN C	976,452	1/8/74
KLEENRAW	734,667	7/17/62
LIQUICANE	1,583,842	2/20/90
MAGIC	746,993	3/19/63
SUGART	2,082,913	7/29/97
YELLOW D	976,453	1/8/74

SEA ISLAND SUGAR	75/059,381	2/20/96
C&H DESIGN MARK	78/507,659	10/28/04

**STATE TRADEMARK REGISTRATIONS**

California	C&H (WITH FLOWER DESIGN)	86,699	1/25/88
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**Schedule B****Release of Security Interest in Trademarks**

Documents recorded with the United States Patent and Trademark Office  
by or on behalf of Agent

Document Title	Date of Recordation	Reel/Frame
Grant of Trademark Security Interest	12/31/98	1835/0118
Change of Name (BankAmerica Business Credit, Inc. to Bank of America, N.A.)	1/12/05	3013/0169
Grant of Trademark Security Interest	11/24/04	2983/0522

B-1

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SF1:597130.3

**TRADEMARK**  
**REEL: 003216 FRAME: 0515**

Paul, Hastings, Janofsky & Walker LLP

600 Peachtree Street, NE, Ste. 2400, Atlanta, GA 30308-2222

telephone 404-815-2400 / facsimile 404-815-2424 / www.paulhastings.com

PaulHastings

**FACSIMILE TRANSMISSION**

<b>from:</b>	<b>facsimile:</b>	<b>telephone:</b>	<b>initials:</b>
LaShana C. Jimmar	(404) 685-5137	(404) 815-2137	LCJ
<b>client name:</b> Rabobank/American Sugar		<b>client matter number:</b>	30637.00012
<b>date:</b> August 29, 2005		<b>pages (with cover):</b>	

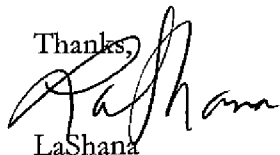
<b>To:</b>	<b>Company/office:</b>	<b>Facsimile:</b>	<b>telephone:</b>
Assignments	United States Patent and Trademark Office	(571) 273-0140	(703) 308-9723

**Comments:**

Attached for recordation, please find a Release of Security Interest in Trademarks.  
Thanks for your help in this matter.

Please feel free to call me with any questions.

Thanks,



LaShana

lashanajimmar@paulhastings.com

**If you do not receive all pages, please call immediately Facsimile Center: (404) 815-2444**

*This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.*

RightFax

10/21/05 5:57

PAGE 001/009

Fax Server

# Facsimile Transmission

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server software from RightFAX, Inc.*

**From:** Name: USPTO ASSIGNMENT DIVISION  
Fax Number:  
Voice Phone: 703-308-9723

**To:** Name: SUBMITTER  
Company: Faxed to Submitter's Fax Number  
Fax Number: 14048152424  
Voice Phone:

## Fax Notes:

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Pg#	Description
1	Cover Page
2	6.TXT
3	4048152424

PTAS FAX PROCESSING

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Date and time of transmission: Friday, October 21, 2005 5:50:12 PM  
Number of pages including this cover sheet: 09

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**TRADEMARK**  
**REEL: 003216 FRAME: 0517**





**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks is dated as of August 9, 2005. Reference is hereby made to the Grant of Trademark Security Interest dated as of December 24, 1998 and the Grant of Trademark Security Interest dated as of November 22, 2004 (as each is heretofore amended, supplemented or otherwise modified, a "Grant of Security") each by and between C&H Sugar Company, Inc. (formerly known as Sugar Acquisition Corporation), a Delaware corporation ("Grantor") and Bank of America, N.A. (formerly known as Bank of America, National Trust and Savings Association, successor to BankAmerica Business Credit, Inc.), as agent ("Agent"), or an abstract thereof, recorded with the United States Patent and Trademark Office ("USPTO") on December 31, 1998 (Reel/Frame 1835/0118) and on November 24, 2004 (Reel/Frame 2938/0522), respectively.

Agent hereby notifies, acknowledges to and agrees with Grantor that the security interest in the Trademark Collateral (as such term is defined in the applicable Grant of Security) granted by Grantor to Agent pursuant to the terms of each Grant of Security, including, without limitation, the trademarks listed (collectively for both Grants of Security) on the attached Schedule A, is terminated and released as of the date hereof, and that Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to any Grant of Security to the Trademark Collateral.

Agent hereby represents and warrants that: (i) it is the exclusive successor in interest to all of the right, title and interest in and to the Trademark Collateral conveyed to BankAmerica Business Credit, Inc. pursuant to each Grant of Security; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral under any Grant of Security; and (iii) Schedule B attached hereto sets forth a complete and correct list of all of the documents recorded by the USPTO by or on behalf of Agent to record or evidence any security interest it has against the Trademark Collateral under any Grant of Security.

Agent hereby agrees to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release of Security Interest in Trademarks, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the USPTO.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

Bank of America, N.A., as Agent

By: [Signature]  
Name: Scott J. Ward  
Title: VP

Schedule A

## Release of Security Interest in Trademarks

## FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

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C&H AND DESIGN	1,496,946	7/19/88
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YELLOW D	976,453	1/8/78

SEA ISLAND SUGAR	75/059,381	2/20/96
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by or on behalf of Agent

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Change of Name (BankAmerica Business Credit, Inc. to Bank of America, N.A.)	1/12/05	301/0169
Grant of Trademark Security Interest	11/24/04	298/0522

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