

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
Merisant Company		05/09/2007	CORPORATION: DELAWARE
Whole Earth Sweetener Company, LLC		05/09/2007	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	78602058	ADD SOME FLAVOR TO YOUR DAY
Serial Number:	73294769	CANDEREL
Serial Number:	73236309	EQUAL
Serial Number:	73464357	EQUAL
Serial Number:	74461225	EQUAL
Serial Number:	78760091	EQUAL
Serial Number:	77029350	EQUAL
Serial Number:	78773446	EQUAL
Serial Number:	76365954	EQUAL
Serial Number:	78748138	EQUAL
Serial Number:	78563041	EQUAL
Serial Number:	78563035	
Serial Number:	78588826	EQUAL FLAVOR STICKS

CH \$840.00 78602058

Serial Number:	78816285	EQUAL
Serial Number:	73694935	=
Serial Number:	78563040	EQUAL
Serial Number:	78400178	EQUAL SUGAR LITE
Serial Number:	78309772	EQUAL. THE ONE THEY WANT
Serial Number:	78588846	FLAVOR STICKS
Serial Number:	78234765	
Serial Number:	76087840	MERISANT
Serial Number:	74464711	SAME
Serial Number:	78518406	SEQUAL
Serial Number:	78518402	SEQUEL
Serial Number:	74250329	SPOONFUL
Serial Number:	78400191	SUGAR LITE
Serial Number:	75528362	SWEETLIVING
Serial Number:	75035641	SWEETMATE
Serial Number:	78946408	SWEET MATE
Serial Number:	78574911	THE TASTE OF THINGS TO COME
Serial Number:	74206869	
Serial Number:	78806272	SWEET SIMPLICITY
Serial Number:	78806282	SWEET SIMPLICITY

CORRESPONDENCE DATA

Fax Number: (917)777-3768
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-3768
Email: midunn@skadden.com
Correspondent Name: Michael W. Dunn
Address Line 1: 4 Times Square
Address Line 2: 27-414
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2063
NAME OF SUBMITTER:	Michael W. Dunn
Signature:	/Michael W. Dunn/
Date:	05/15/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2007 by Merisant Company (the "**Borrower**") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.12 of the Amended and Restated Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Credit Suisse ("**CS**"), 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 May 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among the Borrower, Merisant Worldwide, Inc., the Lenders and Issuers party thereto, CS, as administrative agent for the Lenders and Issuers and as collateral agent for the Lenders and Issuers, and Credit Suisse Securities (USA) LLC and Jefferies Finance LLC as co-arrangers, Credit Suisse Securities (USA) LLC, as bookrunner and Jefferies Finance LLC, as documentation agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

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

WHEREAS, all the Grantors are party to a Security Agreement dated as of July 11, 2003, as amended and restated as of June 23, 2006, in favor of the Collateral Agent (the "**Original Security Agreement**") pursuant to which 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, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Collateral Agent for the benefit of the Secured Parties, and granted 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 Trademark Collateral (as defined therein) of such Grantor; and

WHEREAS, in connection with the Credit Agreement, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement of even date herewith in favor of the Collateral Agent (as it may be amended, restated, or otherwise modified from time to time, the "**Amended and Restated Security Agreement**"); wherein the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit 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 Amended and Restated Security Agreement and used herein have

the meanings given to them in the Credit Agreement or the Amended and Restated Security Agreement.

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 (and hereby acknowledges, confirms and reaffirms its assignment, conveyance, mortgage, pledge, hypothecation and transfer under the Original Agreement) to the Collateral Agent for the benefit of the Secured Parties, and grants (and hereby acknowledges, confirms and reaffirms its grant under the Original Agreement) 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, including those referred to on Schedule I 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);

(b) all renewals of the foregoing;

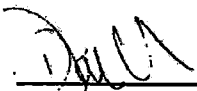
(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Security 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.

MERISANT COMPANY,
WHOLE EARTH SWEETENER COMPANY LLC,
as Grantors

By: 
Name:
Title:

[Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____

Name:

Title:


VANESSA GOMEZ
VICE PRESIDENT

By: _____

Name:

Title:


JAMES NEIRA
ASSOCIATE

[Trademark Security Agreement]

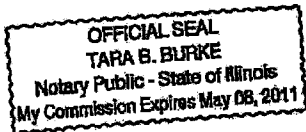
TRADEMARK
REEL: 003542 FRAME: 0320

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Illinois)

) ss.
COUNTY OF Cook)

On this day of May 9, 2011 before me personally appeared Diana Ferguson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Merisart Co. d/b/a Earth Sciences 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.



Tara B. Burke
Notary Public

[Trademark Security Agreement]

Schedule I
to
Trademark Security Agreement

Trademark Registrations and Applications

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

Trademark Name	Application No.	Reg. No.	Country
ADD SOME FLAVOR TO YOUR DAY*	78/602058		United States
CANDEREL	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*	78/773446		United States
EQUAL	76/365954		United States
EQUAL	78/748138		United States
EQUAL Device*	78/563041		United States
EQUAL Device*	78/563035		United States
EQUAL FLAVOR STICKS*	78/588826		United States
EQUAL LOGO WITH ARRAY OF COLORED DOTS*	78/816285		United States
EQUAL SIGN DESIGN	73/694935	1504461	United States
EQUAL Stylized*	78/563040		United States
EQUAL SUGAR LITE	78/400178		United States
EQUAL. THE ONE THEY WANT*	78/309772	3042529	United States
FLAVOR STICKS*	78/588846		United States
M AND DESIGN*	78/234765	2967446	United States
MERISANT*	76/087840	2987670	United States
SAME	74/464711	1933895	United States
SEQUAL*	78/518406		United States
SEQUEL*	78/518402		United States
SPOONFUL	74/250329	1794061	United States
SUGAR LITE*	78/400191	3051841	United States
SWEETLIVING	75/528362	2476159	United States
SWEETMATE	75/035641	2068819	United States
SWEETMATE LOGO	78/946408		United States
THE TASTE OF THINGS TO COME*	78/574911		United States
TRIGGER PACK DESIGN	74/206869	1734171	United States

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

Trademark Name	Application No.	Reg. No.	Country
SWEET SIMPLICITY*	78/806272		United States
SWEET SIMPLICITY*	78/806282	3192969	United States
SWEET SIMPLICITY*	1289340		Canada
SWEET SIMPLICITY*	1289341		Canada
SWEET SIMPLICITY*	004886263	4886263	European Community

*This trademark is not licensed to Merisant US, Inc.

Trademark Licenses

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	The NutraSweet Company (Licensor) and Tabletop Acquisitions Corp. n/a/ Merisant Company (Licensee) ¹	March 17, 2000
Trademark License Agreement	Merisant Company (Licensor) and Merisant US, Inc. (Licensee) ²	March 17, 2000
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

Under the terms of the NutraSweet/Tabletop Acquisitions Corp. Trademark License Agreement, Merisant Company is a licensee of the following trademark registrations which are in turn sublicensed to Merisant US, Inc.

¹ This agreement was terminated on January 2, 2007 with an effective date of July 2, 2007.

Trademark Name	Application No.	Reg. No.	Country
NUTRASWEET		1,336,188	United States
NUTRASWEET		1,369,877	United States
NUTRASWEET		1,262,746	United States
NUTRASWEET AND SWIRL DESIGN		1,325,241	United States
NUTRASWEET GRANULAR		1,562,874	United States
NUTRASWEET LOGO UNIT		1,440,365	United States
NUTRASWEET SCRIPT		1,358,678	United States
SWIRL DESIGN		1,366,139	United States
SWIRL DESIGN (RED AND WHITE)		1,353,525	United States
NutraSweet 2 Brand Sweetener & Swirl Design	75/232251		United States
NutraSweet 2 Brand Sweetener & Swirl Design	75/183984		United States
SWEETEN WITH THE SWIRL	Dispatched		United States

¹ The NutraSweet Company and Tabletop Acquisitions Corp. n/a/ Merisant Company Trademark License Agreement was terminated on January 2, 2007 with an effective dated of July 2, 2007. On July 2, 2007, Merisant must cease using any and all marks listed within the Trademark License Agreement.

² Merisant Company and Merisant US, Inc. Trademark License Agreement will be amended on or before July 2, 2007 to reflect the termination of The NutraSweet Company and Tabletop Acquisitions Corp. n/a/ Merisant Company Trademark License Agreement and any and all marks which have been sublicensed to Merisant US, Inc. will be removed.